

Exhibit A-1

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN
NORTHERN DIVISION

LEIGH OCHOA,

Plaintiff,

File No. 09-14383

vs.

Honorable Thomas L. Ludington

DELPHI CORPORATION,

Defendant.

THE MASTROMARCO FIRM
BY: VICTOR J. MASTROMARCO, JR. (P34564)
MANDA L. WESTERVELT (P62597)
Attorneys for Plaintiff
1024 N. Michigan Avenue
Saginaw, Michigan 48602
(989) 752-1414

There is no other pending or resolved civil action arising
out of same transaction or occurrence in the Complaint,
either previously filed or dismissed.

COMPLAINT, DEMAND FOR JURY TRIAL AND FOR PRETRIAL

CONFERENCE

NOW COMES Plaintiff, Leigh Ochoa, by and through his attorneys, THE
MASTROMARCO FIRM, and for her Complaint for Declaratory and Injunctive Relief
states the following:

COMMON ALLEGATIONS

1.

That at all times material hereto, Plaintiff, Leigh Ochoa, is a resident of the County of Saginaw, State of Michigan, and a citizen of the United States of America.

2.

That at all times material hereto, Defendant, Delphi Corporation (hereinafter referred to as Delphi) is a foreign corporation, doing business in the County of Saginaw, State of Michigan.

3.

That at all times relevant herein, Defendant, Delphi, through their Benefits Division, also known as “Delphi Benefits” (also referred to collectively as “Delphi”) is the Plan Administrator and Fiduciary of certain employee disability benefit plans at issue herein as defined by the Employment Retirement Benefits Rights Act (hereinafter referred to as ERISA) otherwise found at 29 USC 1001 *et Seq.*

4.

That this cause of action is brought pursuant to 20 USC § 1140 otherwise known as § 510 of ERISA.

5.

That Plaintiff has a viable section § 510 claim which makes it unlawful for any person to discharge, fine, suspend, expel, discipline, or discriminate against a plan participant or beneficiary for exercising any right to which she is entitled under the provisions of an employee benefit plan, ERISA, or the Welfare and Pension Plans Disclosure Act, or for the purpose of interfering with the attainment of any right to which

such participant may become entitled under the plan, ERISA, or the Welfare and Pension Plans Disclosure Act. See 29 USC § 1140.

6.

That Federal Common Law Equitable Estoppel Principles also apply in this matter. See Armistead v Vernitron Corp, 944 F2d 1287 (C.A. 6, 1991).

7.

That Leigh Ochoa, was a vested employee Delphi, who was diagnosed with degenerative disc disease on October 9, 2008.

8.

That Plaintiff was terminated on August 31, 2009, while on approved medical leave, and Delphi terminated her employment so as to interfere with her entitlement to long term disability benefits to which Plaintiff would become entitled under the Delphi LTD Plan and ERISA.

9.

That as a point of fact, just prior to Plaintiff's termination, she was contacted by her supervisor who asked questions specifically directed toward her anticipated return from medical leave versus the necessity of obtaining long term disability benefits.

10.

That on that date, Plaintiff informed her supervisor that she believed her disability to be permanent and that she anticipated going on long term disability.

11.

That due to Plaintiff's termination, all of her benefits, including health benefits and LTD were discontinued effective October 9, 2009.

12.

That Plaintiff's base salary at the time of discharge was \$108,480 per year and thus the Delphi LTD payment (60% of base) would have been \$65,088 per year.

13.

That Plaintiff lost this LTD benefit due to Defendant's unlawful acts.

14.

That Plaintiff further lost all employee benefits, including health coverage (value \$5,500) due to Defendant's unlawful acts.

15.

That as such, the Plaintiff seeks economic and non economic damages, in excess of this Court's jurisdictional limits to compensate her for violations of 29 USC § 1140.

16.

That the amount in controversy exceeds this Court's jurisdictional limits of seventy five thousand dollars (\$75,000.00).

17.

That based upon Defendants' actions, Plaintiff would request also that a declaratory judgment be entered by this Court requiring the Defendant to reinstate the Plaintiff and pay her all benefits due.

18.

That the Plaintiff also prays for recovery of his attorney fees and costs in this matter.

19.

That this Court has subject matter jurisdiction pursuant to 28 USC § 1331.

WHEREFORE, Plaintiff requests economic, non economic, declaratory and equitable relief from this Court, and an Order commanding the Defendants to pay the amounts due and owing pursuant to their Benefit Disability Policies.

Respectfully Submitted:

THE MASTROMARCO FIRM

Dated: November 6, 2009

By: s/Victor J. Mastromarco, Jr.
VICTOR J. MASTROMARCO, JR.
1024 N. Michigan
Saginaw, MI 48602
989.752.1414
E-Mail: vmastromar@aol.com
[P34564]

DEMAND FOR PRE-TRIAL CONFERENCE

NOW COMES the Plaintiff, LEIGH OCHOA, by and through her attorneys, THE MASTROMARCO FIRM, and hereby demands a Pre-Trial Conference.

Respectfully Submitted:

THE MASTROMARCO FIRM

Dated: November 6, 2009

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1024 N. Michigan
Saginaw, MI 48602
989.752.1414
E-Mail: vmastromar@aol.com
[P34564]

DEMAND FOR TRIAL BY JURY

NOW COMES the Plaintiff, LEIGH OCHOA, by and through her attorneys, THE MASTROMARCO FIRM, and hereby demands a trial by jury of all issues in this cause of action unless expressly waived.

Respectfully Submitted:

THE MASTROMARCO FIRM

Dated: November 6, 2009

By: s/Victor J. Mastromarco, Jr.
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E-Mail: vmastromar@aol.com
[P34564]

Exhibit A-2

THE MASTROMARCO FIRM

A PROFESSIONAL CORPORATION
ATTORNEYS AT LAW
1024 N. MICHIGAN AVENUE
SAGINAW, MI 48602

VICTOR J. MASTROMARCO, JR.**
RUSSELL C. BABCOCK
MANDA L. WESTERVELT
KIMBERLY M. KRAFT

TELEPHONE (989) 752-1414

FACSIMILE (989) 752-6202

E-MAIL: VMASTROMAR@AOL.COM
**ALSO ADMITTED IN IOWA

December 17, 2009

***Via Facsimile-248.593.2603
and U.S. First Class Mail***

Debra A. Colby
Ogletree Deakins
33 Bloomfield Hills Pkwy., Ste. 120
Bloomfield Hills, MI 48304

Re: Ochoa v Delphi Corporation
Case No. 09-14383

Dear Ms. Colby:

Enclosed please find Plaintiff's Amended Complaint, Reliance on Prior Demand for Jury Trial and for Pretrial Conference which was filed with the United States District Court for the Eastern District of Michigan, Northern Division.

Should you have any questions or concerns regarding this correspondence, please do not hesitate to call my office.

Sincerely,



MANDA L. WESTERVELT

MLW/mmr
Enclosure

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN
NORTHERN DIVISION

LEIGH OCHOA,

Plaintiff,

File No. 09-14383

vs.

Honorable Thomas L. Ludington

DELPHI CORPORATION d/b/a
DPH, HOLDINGS Co.

Defendants.

THE MASTROMARCO FIRM
BY: VICTOR J. MASTROMARCO, JR. (P34564)
MANDA L. WESTERVELT (P62597)
Attorneys for Plaintiff
1024 N. Michigan Avenue
Saginaw, Michigan 48602
(989) 752-1414

**AMENDED COMPLAINT, RELIANCE ON PRIOR DEMAND FOR JURY
TRIAL AND FOR PRETRIAL CONFERENCE**

NOW COMES Plaintiff, Leigh Ochoa, by and through her attorneys, THE MASTROMARCO FIRM, and for her Complaint against Defendants states the following:

COMMON ALLEGATIONS

1.

That at all times material hereto, Plaintiff, Leigh Ochoa, is a resident of the County of Saginaw, State of Michigan, and a citizen of the United States of America.

2.

That at all times material hereto, Defendant, Delphi Corporation and DPH Holdings Co. (hereinafter referred to as "Delphi") are foreign corporations, doing business in the County of Saginaw, State of Michigan.

3.

That at all times relevant herein, Defendant, Delphi, through their Benefits Division, also known as "Delphi Benefits" (also referred to collectively as "Delphi") is the Plan Administrator and Fiduciary of certain employee disability benefit plans at issue herein as defined by the Employment Retirement Benefits Rights Act (hereinafter referred to as ERISA) otherwise found at 29 USC 1001 *et Seq.*

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That this cause of action is brought pursuant to 20 USC § 1140 otherwise known as § 510 of ERISA.

5.

That Plaintiff has a viable section § 510 claim which makes it unlawful for any person to discharge, fine, suspend, expel, discipline, or discriminate against a plan participant or beneficiary for exercising any right to which she is entitled under the provisions of an employee benefit plan, ERISA, or the Welfare and Pension Plans Disclosure Act, or for the purpose of interfering with the attainment of any right to which such participant may become entitled under the plan, ERISA, or the Welfare and Pension Plans Disclosure Act. See 29 USC § 1140.

6.

That Federal Common Law Equitable Estoppel Principals also apply in this matter. See Armistead v Vernitron Corp, 944 F2d 1287 (C.A. 6, 1991).

7.

That Leigh Ochoa, was a vested employee Delphi, who was diagnosed with degenerative disc disease on October 9, 2008.

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That Plaintiff further lost all employee benefits, including health coverage (value \$5,500) due to Defendant's unlawful acts.

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That as such, the Plaintiff seeks economic and non economic damages, in excess of this Court's jurisdictional limits to compensate her for violations of 29 USC § 1140.

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That the amount in controversy exceeds this Court's jurisdictional limits of seventy five thousand dollars (\$75,000.00).

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That the Plaintiff also prays for recovery of his attorney fees and costs in this matter.

19.

That this Court has subject matter jurisdiction pursuant to 28 USC § 1331.

WHEREFORE, Plaintiff requests economic, non economic, declaratory and equitable relief from this Court, and an Order commanding the Defendants to pay the amounts due and owing pursuant to their Benefit Disability Policies.

Respectfully Submitted:

THE MASTROMARCO FIRM

Dated: November 19, 2009

By: s/Victor J. Mastromarco, Jr.
VICTOR J. MASTROMARCO, JR.
1024 N. Michigan
Saginaw, MI 48602
989.752.1414
E-Mail: vmastromar@aol.com
[P34564]

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MASTROMARCO FIRM, and hereby demands a Pre-Trial Conference.

Respectfully Submitted:

THE MASTROMARCO FIRM

Dated: November 19, 2009

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VICTOR J. MASTROMARCO, JR.
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Saginaw, MI 48602
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DEMAND FOR TRIAL BY JURY

NOW COMES the Plaintiff, LEIGH OCHOA, by and through her attorneys, THE MASTROMARCO FIRM, and hereby demands a trial by jury of all issues in this cause of action unless expressly waived.

Respectfully Submitted:

THE MASTROMARCO FIRM

Dated: November 19, 2009

By: s/Victor J. Mastromarco, Jr.
VICTOR J. MASTROMARCO, JR.
1024 N. Michigan
Saginaw, MI 48602
989.752.1414
E-Mail: ymastromar@aol.com
[P34564]

Exhibit B-1

IN THE UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

----- X
In re : Chapter 11
DELPHI CORPORATION, et al., : Case No. 05-44481 (RDD)
Debtors. : (Jointly Administered)
----- X

AFFIDAVIT OF SERVICE

I, Evan Gershbein, being duly sworn according to law, depose and say that I am employed by Kurtzman Carson Consultants LLC, the Court appointed claims and noticing agent for the Debtors in the above-captioned cases. I submit this Affidavit in connection with the service of the solicitation materials for the **First Amended Joint Plan of Reorganization of Delphi Corporation and Certain Affiliates, Debtors and Debtors-In-Possession (As Modified)** [Docket No. 17030] (“the Plan”).

On December 1, 2005, the Court signed and entered an Order Pursuant to 28 U.S.C. § 156(c) Authorizing Retention and Appointment of Kurtzman Carson Consultants LLC as Claims, Noticing and Balloting Agent for Clerk of Bankruptcy Court [Docket No. 1374] designating KCC as the official Balloting Agent.

KCC is charged with the duty of printing and distributing Solicitation Packages to creditors and other interested parties pursuant to the instructions set forth in the **Order (A)(I) Approving Modifications to Debtors' First Amended Plan of Reorganization (as Modified) and Related Disclosures and Voting Procedures and (II) Setting Final Hearing Date to Consider Modifications to Confirmed First Amended Plan of Reorganization and (B) Setting Administrative Expense Claims Bar Date and Alternative Transaction Hearing Date ("Modification Procedures Order")** [Docket No. 17032] (“Modification Procedures Order”) as entered by the Court on June 16, 2009.

The various solicitation materials consist of the following documents:

- 1) Ballot for Accepting or Rejecting First Amended Joint Plan of Reorganization of Delphi Corporation and Certain Affiliates, Debtors and Debtors-In-Possession (As Modified) (Class A Secured Claims) (“Class A Ballot”) (attached hereto as Exhibit A);
- 2) Ballot for Accepting or Rejecting First Amended Joint Plan of Reorganization of Delphi Corporation and Certain Affiliates, Debtors and Debtors-In-Possession (As Modified) (Class C-1 General Unsecured Claims) (“Class C-1 Ballot”) (attached hereto as Exhibit B);



- 3) Ballot for Accepting or Rejecting First Amended Joint Plan of Reorganization of Delphi Corporation and Certain Affiliates, Debtors and Debtors-In-Possession (As Modified) (Class C-2 Pension Benefit Guaranty Corporation Claims) (“Class C-2 Ballot”) (attached hereto as Exhibit C);
- 4) Ballot for Accepting or Rejecting First Amended Joint Plan of Reorganization of Delphi Corporation and Certain Affiliates, Debtors and Debtors-In-Possession (As Modified) (Class D General Motors Corporation Claim) (“Class D Ballot”) (attached hereto as Exhibit D);
- 5) Notice of (1) Approval of Supplement; (2) Hearing on Modifications to Plan; (3) Deadline and Procedures for Filing Objections to Modifications of Plan; (4) Deadline and Procedures for Temporary Allowance of Certain Claims for Voting Purposes; (5) Treatment of Certain Unliquidated, Contingent, or Disputed Claims for Noticing, Voting, and Distribution Purposes; (6) Record Date; (7) Voting Deadline for Receipt of Ballots; and (9) Proposed Releases, Exculpation, and Injunction in Modified Plan (“Final Modification Hearing Notice”) (attached hereto as Exhibit E);
- 6) a letter from the Delphi Corporation Official Committee of Unsecured Creditors (“Creditors’ Committee Letter”) (attached hereto as Exhibit F);
- 7) First Amended Disclosure Statement Supplement with Respect to First Amended Plan of Reorganization (As Modified), Modification Procedures Order and December 10, 2007 Solicitation Procedures Order, in CD-ROM format (“CD-ROM”)
- 8) Notice of Non-Voting Status with Respect to Certain Claims and Interests (“Notice of Non-Voting Status”) (attached hereto as Exhibit G);
- 9) Notice to Unimpaired Creditors of (I) Filing of Proposed Modified Plan of Reorganization, (II) Treatment of Claims Under Modified Plan, (III) Hearing on Approval of Modified Plan, and (IV) Deadline and Procedures for Filing Objections Thereto (“Unimpaired Notice”) (attached hereto as Exhibit H);
- 10) a memorandum from Kurtzman Carson Consultants to additional notice parties of ballot recipients (“Ballot Notice Party Memo”) (attached hereto as Exhibit I);
- 11) Notice of Bar Date for Filing Proofs of Administrative Expense (“Administrative Bar Date Notice”) (attached hereto as Exhibit J); and
- 12) Administrative Expense Claim Form (“Administrative Expense Claim Form”) (attached hereto as Exhibit K).

On or before June 20, 2009, I caused to be served a personalized Class A Ballot, Final Modification Hearing Notice, Creditors' Committee Letter, CD-ROM, Administrative Bar Date Notice, Administrative Expense Claim Form and a pre-addressed, postage pre-paid return envelope upon the parties listed on Exhibit L via postage pre-paid U.S. mail.

On or before June 20, 2009, I caused to be served a personalized Class C-1 Ballot, Final Modification Hearing Notice, Creditors' Committee Letter, CD-ROM, Administrative Bar Date Notice, Administrative Expense Claim Form and a pre-addressed, postage pre-paid return envelope upon the parties listed on Exhibit M via postage pre-paid U.S. mail.

On or before June 20, 2009, I caused to be served a personalized Class C-2 Ballot, Final Modification Hearing Notice, Creditors' Committee Letter, CD-ROM, Administrative Bar Date Notice, Administrative Expense Claim Form and a pre-addressed, postage pre-paid return envelope upon the party listed on Exhibit N via postage pre-paid U.S. mail.

On or before June 20, 2009, I caused to be served a personalized Class D Ballot, Final Modification Hearing Notice, Creditors' Committee Letter, CD-ROM, Administrative Bar Date Notice, Administrative Expense Claim Form and a pre-addressed, postage pre-paid return envelope upon the party listed on Exhibit O via postage pre-paid U.S. mail.

On or before June 20, 2009, I caused to be served the Final Modification Hearing Notice, Creditors' Committee Letter, CD-ROM, Administrative Bar Date Notice and Administrative Expense Claim Form upon the parties listed on Exhibit P via postage pre-paid U.S. mail.

On or before June 20, 2009, I caused to be served the Final Modification Hearing Notice, Notice of Non-Voting Status, Administrative Bar Date Notice and Administrative Expense Claim Form upon the parties listed on Exhibit Q via postage pre-paid U.S. mail.

On or before June 20, 2009, I caused to be served the Final Modification Hearing Notice, Creditors' Committee Letter, CD-ROM, Unimpaired Notice, Administrative Bar Date Notice and Administrative Expense Claim Form upon the parties listed on Exhibit R via postage pre-paid U.S. mail.

On or before June 20, 2009, I caused to be served the Final Modification Hearing Notice, Creditors' Committee Letter, CD-ROM, Notice of Non-Voting Status, Administrative Bar Date Notice and Administrative Expense Claim Form upon the parties listed on Exhibit S via postage pre-paid U.S. mail.

On or before June 20, 2009, I caused to be served the Final Modification Hearing Notice, Creditors' Committee Letter, CD-ROM, Ballot Notice Party Memo, Administrative Bar Date Notice and Administrative Expense Claim Form upon the parties listed on Exhibit T via postage pre-paid U.S. mail.

On or before June 20, 2009, I caused to be served the Final Modification Hearing Notice, Administrative Bar Date Notice and Administrative Expense Claim Form upon the parties listed on Exhibit U via postage pre-paid U.S. mail.

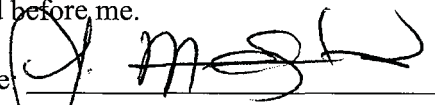
Dated: June 23, 2009


Evan Gershbein

State of California
County of Los Angeles

Subscribed and sworn to (or affirmed) before me on this 23rd day of June, 2009, by Evan Gershbein, proved to me on the basis of satisfactory evidence to be the person who appeared before me.

Signature



Commission Expires: 10-1-09

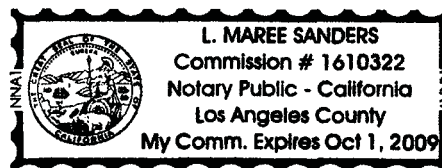


EXHIBIT M

Delphi Corporation
Class 1C-1 Ballots

Name	Creditor/Notice Name	Address1	Address2	Address3	City	State	Zip	Country
Hanscom Inc		PO Box 364			Warren	RI	02885	
Hansen Balk Steel Treating Co		1230 Monroe Ave NW			Grand Rapids	MI	49505-4690	
Harada Industry Of America Inc		PO Box 77000 Dept 771219			Detroit	MI	48277-1219	
Harbeck Jr Almeron L		9061 Reese Rd			Birch Run	MI	48415-9204	
Harbison Bros Inc		32 Appenheimer Ave			Buffalo	NY	14214-2902	
Harco Brake Systems Inc		PO Box 326			Englewood	OH	45322	
Harco Industries Inc		PO Box 335			Englewood	OH	45322	
Harcos Chemicals Inc		5200 Speaker Road			Kansas City	KS	66106	
Hardchrome Co		510 Dresden			Evansville	IN	47710	
Harden Ellis		5713 Horrell Rd			Trotwood	OH	45426	
Hardinge Inc		PO Box 1212			Elmira	NY	14902-1212	
Hare Kathleen A		2349 Timberline Dr			Macedon	NY	14502-5120	
Hargis Manufacturing Corp		5757 W Howard St			Niles	IL	60714-4076	
Harrison Toshiba Lighting Usa		PO Box 515251			Los Angeles	CA	90051-6551	
Hartman Becker Automotive Syste		Harman Kardon	1201 S Ohio St		Martinsville	IN	46151-2914	
Harman Corporation Debtor In Possession		PO Box 80665			Rochester	MI	48308	
Harmon Leslie W		933 Thomapple Grv			Galloway	OH	43119-8612	
Harold Woodson		4190 Telegraph Rd Ste 3500			Bloomfield Hills	MI	48302	
Harper Stella		8487 Bray Rd			Mt Morris	MI	48458-8987	
Harrel Inc		16 Fitch St			Norwalk	CT	06855	
Harrington Industrial Pla		3440 Pk Davis Cir			Indianapolis	IN	46236	
Harrington Industrial Plastics		PO Box 5128			Chino	CA	91710-5766	
Harrington Tool and Die Inc		2555 Matte Blvd			Brossard	QC	J4Y 2H1	Canada
Harris Healthtrends Eft Corp		6629 W Central Ave			Toledo	OH	43617-1401	
Hart Roger A		42400 Merrill Rd			Sterling Hls	MI	48314-3238	
Hart Scientific		5171 Pleasant Dr			Beaverton	MI	48612-8543	
Hartman & Hartman PC		799 East Utah Valley Dr			American Fork	UT	84003	
Hartman & Hartman PC		1209 Romine Rd			Anderson	IN	46011	
Hartman John C		552 E 700 N			Valparaiso	IN	46383	
Hartzell Fan Inc		1507 East Cleveland Rd Apt 415			Huron	OH	44839-9503	
Harvill Industries Ltd		PO Box 1523			Piqua	OH	45356	
Harvill Industries Ltd		421 E Pioneer Dr			Irving	TX	75061	
Harvill Industries Ltd		421 E Pioneer Dr			Irving	TX	75061	
Harvill Industries Ltd		421 E Pioneer Dr			Irving	TX	75061	
Harvill Industries Ltd		421 E Pioneer Dr			Irving	TX	75061	
Harvill Industries Ltd		421 E Pioneer Dr			Irving	TX	75061	
Harvill Industries Ltd		421 E Pioneer Dr			Irving	TX	75061	
Harvill Industries Ltd		421 E Pioneer Dr			Irving	TX	75061	
Harvill Industries Ltd		421 E Pioneer Dr			Irving	TX	75061	
Harwick Standard Dist Corp		c/o E Poutu	60 S Seiberling St		Akron	OH	44305	
Hasco Mold Bases Asheville Inc		140 Vista Blvd			Arden	NC	28704	
Haselbeck Electric Inc		4460 North Portsmouth Rd			Saginaw	MI	48601	
Hasler Inc		PO Box 895			Shelton	CT	06484-0895	
Haugan Clyde M		516 Eleuthera Ln			Indian Harbour Beach	FL	32937	
Haupt Bridget		516 Eleuthera Ln			Indian Harbour Beach	FL	32937	
Haupt Eric		1107 Blue Jay Dr	Added W9 Info 3 19 04 Cp		Greentown	IN	46936	
Haven Manufacturing Corp		1107 Blue Jay Dr			Greentown	IN	46936	
Hawkins Co Tn		370 Sterling Industrial Pk			Brunswick	GA	31525	
Hayes Lemmerz International Wabash		Hawkins County Trustee			Rogersville	TN	37857	
Hayner David M		Bozman LLP	Room 203		Detroit	MI	48226	
Haynes Bobby N		11604 N County Line Rd	110 E Main St		Wheelar	MI	48662-9717	
Haynes International Inc		1800 Morgan St	6th Fl at Ford Field		Wheelar	MI	48662-9717	
Hayward Woodrow		PO Box 9013	1020 West Pk Ave		Saginaw	MI	48602-5234	
Heaton Environmental Group Inc		1733 Broadview Dr			Kokomo	IN	46904-9013	
HD Oelsler Co Inc		465 Main St Ste 600			Bloomfield	MI	48304-1111	
HE Services and Robert Backle		1482 Stanley Ave			Buffalo	NY	14203	
Headrick Lynette		1024 N Michigan Ave	PO Box 3197		Dayton	OH	45404	
Healthcare Authority Of Athens		4146 Hackberry St			Saginaw	MI	48605-3197	
Healthtrax Inc Work Fit		Wellness Ctr Of Athens Line			Bridgeport	MI	48722	
Heaton Robert L		2345 Main St	209 Fitness Way Ste A		Athens	AL	35611	
Healy Karen L		1814 Frieda Ave			Glastonbury	CT	06033	
Heary Industries Inc		Pepper Hamilton LLP	100 Renaissance Ctr		Johnstown	PA	15902	
Heard Dennis		PO Box 38			Detroit	MI	48243-1157	
Heartland Express Inc Of Iowa		2115 Montgomery St			Scottsville	NY	14546	
		901 N Kansas Ave			Saginaw	MI	48601-4176	
					North Liberty	IA	52317	

EXHIBIT P

Delphi Corporation
Master Service List, 2002 List and Governmental Entities Service List

Company	Contact	Address1	Address2	City	State	Zip	Country
Lowenstein Sandler PC	Michael S. Etikin	1251 Avenue of the Americas	18th Floor	New York	NY	10020	
Lowenstein Sandler PC	Scott Cargill	65 Livingston Avenue		Roseland	NJ	07068	
Lowenstein Sandler PC	Vincent A. D'Agostino	65 Livingston Avenue		Roseland	NJ	07068	
Lowndes C Ms	Lowndes Co Tax Collector	PO Box 1077		Columbus	MS	39703	
Lubbock Central Appraisal District	Laura J Monroe	Perdue Brandon Fielder Collins & Mo	PO Box 817	Lubbock	TX	79408-0817	
Lubbock Co Tx	Lubbock Co Tax Assessor /collector	PO Box 10568		Lubbock	TX	79408	
Lucas County Treasurer		One Government Ctr 500		Toledo	OH	43604	
Lula Lunsford Huff Muscogee County Tax Commissioner	Tax Commissioner	PO Box 1441		Columbus	GA	31902-1441	
Lumpkin Co Ga	Lumpkin Bd Of Collector	99 Courthouse Hill		Dahlonega	GA	30533	
Lyden, Liebenhal & Chappell, Ltd.	Erik G. Chappell	5565 Airport Highway	Suite 101	Toledo	OH	43615	
Lynda Hall Tax Collector Madison County Courthouse		100 Northside Sq		Huntsville	AL	95808	
Lynda Hall Tax Collector Madison County Courthouse		100 Northside Sq		Huntsville	AL	35801	
Macon Co Nc	Macon Co Tax Collector	5 West St		Franklin	NC	28734	
Maddin, Hauser, Wartell, Roth & Heller PC	Alexander Stotland Esq	28400 Northwestern Hwy	Third Floor	Southfield	MI	48034	
Madison Capital Management	Joe Landen	6143 South Willow Drive	Suite 200	Greenwood Village	CO	80111	
Madison Co Ky	Madison County Sheriff	101 West Main St		Richmond	KY	40475	
Madison Co Ms	Madison Co Tax Collector	PO Box 113		Canton	MS	39046	
Madison Co Tn	Madison County Trustee	100 E Main	Rm 107	Jackson	TN	38301	
Madison County AI	Madison County Collector	100 Northside Square	County Courthouse	Huntsville	AL	35801	
Madison County In	Madison County Treasurer	16 E 9th St		Anderson	IN	46016	
Madison County Indiana Treasurer	C O Thomas M Beeman	33 W 10th St Ste 200		Anderson	IN	46016	
Madison Heights City Of Oakland		300 W 13 Mile Rd		Madison Heights	MI	48071	
Madison Twp Lenawee Manager Of Finance	Lenawee County Treasurer	301 N Main St Old Courthouse		Adrian	MI	49221	
Manatee Tax County Collector	Jackson County Manager Of Finance	Bankruptcy 415 E 12th St		Kansas City	MO	64106	
Marquies & Levinson, LLP		PO Box 25300		Sarasota	FL	25300	
Maricopa Co Az	Leah M. Caplan, Esq.	30100 Chagrin Boulevard	Suite 250	Pepper Pike	OH	44124	
Maricopa County Treasurers Office	Maricopa County Treasurer	PO Box 78574		Phoenix	AZ	85062	
Maricopa County Treasurers Office	Barbara Lee Caldwell	Herbert Schenk Pc	4742 N 24th St Ste 100	Phoenix	AZ	85016	
Marion Co Ky	Marion County Sheriff	102 W Main St	Courthouse	Lebanon	KY	40033	
Marion Co Ms	Marion Co Tax Collector	250 Board St	Ste 3	Columbia	MS	39429	
Marion Co Sc	Marion Co Tax Collector	PO Box 275		Marion	SC	29571	
Marion Co Treasurer		PO Box 275		Marion	SC	29571	
Marion County In	Marion County Treasurer	200 E Washington St Rm 1001		Indianapolis	IN	46204	
Marion County Tax Collector		PO Box 970		Ocala	FL	34478-0970	
Marshall County AI	Marshall County Revenue Commissioner	Marshall County Courthouse	424 Blount Ave Ste 124	Guntersville	AL	35976	
Marshall County In	Marshall County Treasurer	112 W Jefferson St	Room 206	Plymouth	IN	46563	
Massachusetts Department Of Revenue		PO Box 7025		Boston	MA	02204	
Mastromarco & Jahn, P.C.	Victor J. Mastromarco, Jr.	1024 North Michigan Avenue	P.O. Box 3197	Saginaw	MI	48605-3197	
Masuda Funai Eifert & Mitchell, Ltd.	Gary D. Santella	203 North LaSalle Street	Suite 2500	Chicago	IL	60601-1262	
Mathews Local School District		4434 B Warren Sharon Rd		Vienna	OH	44473	
Maury Co Tn	Maury County Trustee	One Public Square		Columbia	TN	38401	
Maury County Trustee		One Public Square		Columbia	TN	38401	
McCartier & English, LLP	David J. Adler, Jr. Esq.	245 Park Avenue, 27th Floor		New York	NY	10167	
McCartier & English, LLP	Eduardo J. Glas, Esq.	Four Gateway Center	100 Mulberry Street	Newark	NJ	07102-4096	
McCarthy Tetraut LLP	John J. Salmas	Lome P.		Ontario	Ontario		
McDermott Will & Emery LLP	Salzman	66 Wellington Street West	Suite 4700	Toronto	o	M5K 1E6	
McDermott Will & Emery LLP	David D. Cleary	227 West Monroe Street	Suite 5400	Chicago	IL	60606	
McDermott Will & Emery LLP	Jason J. DeJonker	227 West Monroe Street	Suite 5400	Chicago	IL	60606	
McDermott Will & Emery LLP	Mohsin N. Khambati	227 West Monroe Street	Suite 5400	Chicago	IL	60606	

EXHIBIT U

Delphi Corporation
Disallowed Claims Service List

Name	Creditor/Notice Name	Address1	Address2	Address3	City	State	Zip	Country
Cheryl J Allard	Cheryl J Allard	6573 Whitnall Edge Rd			Franklin	WI	53132	
Cheryl J Allard	Cheryl J Allard	6573 Whitnall Edge Rd			Franklin	WI	53132	
Cheryl L Weaver		2901 Locklear Court			Plano	TX	75093-3129	
Chester A Felty		5441 County Rd 52			Big Prairie	OH	44611-9649	
Chester F Florkey Jr		8376 Grove Rd			Fort Myers	FL	33967	
Chester Inc	Chester Inc	PO Box 2237			Valparaiso	IN	46384-2237	
Chester M Firman Jr		738 N Clinton Trail			Charlotte	MI	48813-8782	
Chi Hau Chen and Wanda W		Chen Ji Ten	415 Bradford Pl		North Dartmouth	MA	02747-3819	
Childs Charles E		647 South 850 East			Greentown	IN	46936	
Chris Hughes Okaloosa County Tax Collector	Chris Hughes Okaloosa County Tax Collector	151 C Eglin Pkwy NE			Ft Walton Beach	FL	32548	
Chris Hughes Okaloosa County Tax Collector	Philip A Bates PA	PO Box 1390			Pensacola	FL	32591-1390	
Chris Hughes Okaloosa County Tax Collector	Philip A Bates PA	PO Box 1390			Pensacola	FL	32591-1390	
Chris Hughes Okaloosa County Tax Collector	Chris Hughes Okaloosa County Tax Collector	151 C Eglin Pkwy NE			Ft Walton Beach	FL	32548	
Christopher McKessy		1 Mill Creek Rd			New City	NY	10956	
Ciesinski Chester		419 Washington St			Adams Basin	NY	14410	
Cincinnati Abrasive Supply Co	Cincinnati Abrasive Supply Co	5700 Hillside Ave			Cincinnati	OH	45233	
Cincinnati Freezer Corp	Accounts Receivable	2199 Victory Pkwy			Cincinnati	OH	45206	
Cincinnati Freezer Corp	Accounts Receivable	2199 Victory Pkwy			Cincinnati	OH	45206	
Cindy Palmer as PR of the Estate of Michael Palmer Deceased	Mastromarco & Jahn PC	1024 N Michigan Ave			Saginaw	MI	48605	
Cinergy PSI	Mary Taylor	PO Box 960 EF 367			Cincinnati	OH	45273-9568	
CIT Communications Finance Corporation dba Avaya Financial Services k/a AT&T Credit Corporation	Attn Bankruptcy Department	CIT Communications Finance Corporation	I CIT Drive	Suite 4104A	Livingston	NJ	07039	
CIT Communications Finance Corporation dba Avaya Financial Services k/a AT&T Credit Corporation	CIT Communications Finance Corp	Attn Bankruptcy Dept	1 CIT Dr Ste 4104A		Livingston	NJ	07039	
CIT Technologies Corporation		2285 Franklin Rd			Bloomfield Hills	MI	48302	
CIT Technologies Corporation		2285 Franklin Rd			Bloomfield Hills	MI	48302	
Citibank USA N A	Conoco Payment Ctr	4300 Westown Pkwy			W Des Moines	IA	50266	
Citicorp Vendor Finance Inc	Citicorp Vendor Finance Inc	c/o Foster & Wolkind PC	80 Fifth Avenue Suite 1401		New York	NY	10011	
Citizens Gas & Coke Utility		2020 N Meridian St			Indianapolis	IN	46202-1393	
City and County of Denver Treasury	Attn Karen Katros Bankruptcy Analyst	McNichols Civic Ctr Bldg	144 W Colfax Ave Room 384		Denver	CO	80202-5391	
City and County of Denver Treasury	Attn Karen Katros Bankruptcy Analyst	McNichols Civic Ctr Bldg	144 W Colfax Ave Room 384		Denver	CO	80202-5391	
City and County of Denver Treasury	Attn Karen Katros Bankruptcy Analyst	McNichols Civic Ctr Bldg	144 W Colfax Ave Room 384		Denver	CO	80202-5391	
City of Adrian	Donna Stewart Treasurer	100 E Church St			Adrian	MI	49221	
City of Bowling Green KY	Treasury Division	PO Box 430			Bowling Green	KY	42102-0430	
City of Brookhaven	c/o Jeffrey R Barber Esq	Watkins Ludlam Winter & Stennis PA	PO Box 427		Jackson	MS	39205-0427	
City of Cincinnati		801 Plum St			Cincinnati	OH	45202	
City of Columbia	City of Columbia	707 N Main			Columbia	TN	38401	
City of Coopersville	Law Weathers & Richardson PC	333 Bridge St Ste 800			Grand Rapids	MI	49504	
City of Dayton	Attn Water Collections	City of Dayton Finance Department	101 W Third St		Dayton	OH	45402	
City of Dayton	Attn Water Collections	City of Dayton Finance Department	101 W Third St		Dayton	OH	45402	
City of Dayton	Attn Water Collections	City of Dayton Finance Department	101 W Third St		Dayton	OH	45402	
City of Dayton	Attn Water Collections	City of Dayton Finance Department	101 W Third St		Dayton	OH	45402	
City of Dayton	Attn Water Collections	City of Dayton Finance Department	101 W Third St		Dayton	OH	45402	
City of Dayton	Attn Water Collections	City of Dayton Finance Department	101 W Third St		Dayton	OH	45402	
City of Dayton	Attn Water Collections	City of Dayton Finance Department	101 W Third St		Dayton	OH	45402	
City of Dayton	Attn Water Collections	City of Dayton Finance Department	101 W Third St		Dayton	OH	45402	

Delphi Corporation
Disallowed Claims Service List

Name	Creditor/Notice Name	Address1	Address2	Address3	City	State	Zip	Country
GW Plastics Inc	J Eric Charlton	Hiscock & Barclay LLP	Financial Plaza	221 S Warren St	Syracuse	NY	13202	
GW Plastics Inc	J Eric Charlton	Hiscock & Barclay LLP	Financial Plaza	221 S Warren St	Syracuse	NY	13202	
GW Plastics Inc	J Eric Charlton	Hiscock & Barclay LLP	Financial Plaza	221 S Warren St	Syracuse	NY	13202	
Gwinn & Roby		4100 Renaissance Twr		1201 Elm St	Dallas	TX	75270	
H Austin Olmstead and		Karen A Olmstead Jt Ten		PO Box 717	Charlevoix	MI	49720-0717	
H C Starck Inc		45 Industrial Pl			Newton	MA	02461	
H E Services Company	Victor J Mastromarco Jr P34564	1024 N Michigan Ave	PO Box 3197		Saginaw	MI	48605-3197	
H E Services Company	Victor J Mastromarco Jr P34564	1024 N Michigan Ave	PO Box 3197		Saginaw	MI	48605-3197	
H Jean Glasscock and		Thomas C Glasscock Jt Ten	1412 Academy		Ponca City	OK	74604	
H Olwen Bishop Tr		H Olwen Bishop Trust	Ua 111599	5650 N Camelback Canyon Dr	Phoenix	AZ	85018-1282	
H Paul Obaugh		404 Rainbow Dr			Staunton	VA	24401-2137	
H Square Corporation	H Square Corporation	1033 N Fair Oaks Ave			Sunnyvale	CA	94089	
Haartz Corporation		87 Hayward Rd			Acton	MA	017200286	
Hadden Mark J		44 Devonshire Cir			Penfield	NY	14526	
Hadding Julie		7973 Hickory Ridge Rd			Holly	MI	48442	
Hain Capital Holdings LLC	Attn Ganna Liberchuk	301 Rte 17 6th Fl			Rutherford	NJ	07070	
Hain Capital Holdings LLC	Attn Ganna Liberchuk	301 Rte 17 6th Fl			Rutherford	NJ	07070	
Hain Capital Holdings LLC	Attn Ganna Liberchuk	301 Rte 17 6th Fl			Rutherford	NJ	07070	
Hain Capital Holdings LLC	Attn Ganna Liberchuk	301 Rte 17 6th Fl			Rutherford	NJ	07070	
Hain Capital Holdings LLC	Attn Ganna Liberchuk	301 Rte 17 6th Fl			Rutherford	NJ	07070	
Hain Capital Holdings LLC	Attn Ganna Liberchuk	301 Rte 17 6th Fl			Rutherford	NJ	07070	
Hain Capital Holdings LLC	Attn Ganna Liberchuk	301 Rte 17 6th Fl			Rutherford	NJ	07070	
Hain Capital Holdings LLC	Attn Ganna Liberchuk	301 Rte 17 6th Fl			Rutherford	NJ	07070	
Hain Capital Holdings LLC	Attn Ganna Liberchuk	301 Rte 17 6th Fl			Rutherford	NJ	07070	
Hain Capital Holdings LLC	Attn Ganna Liberchuk	301 Rte 17 6th Fl			Rutherford	NJ	07070	
Hall Garlet		809 Darby Ave			Kinston	NC	28504	
Halsted & Hoggan Inc		935 Santa Fe Ave			Los Angeles	CA	90021	
Hanemiller Janet K		7326 State Route 19 Unit 2101			Mount Gilead	OH	43338-9329	
Hamilton Jack M	Attorney Harold D Block	710 North Plankinton Avenue Ste 801			Milwaukee	WI	53203	
Hamlin Tool & Machine Co Inc		Inc	1671 E Hamlin Rd		Rochester	MI	48307-3624	
Handley Ralph		13375 Haddon Dr			Fenton	MI	48430	
Handley Ralph E		13375 Haddon St			Fenton	MI	48430-1103	
Handley Ralph E		13375 Haddon St			Fenton	MI	48430	
Handley Ralph E		13375 Haddon St			Fenton	MI	48430	
Handy & Harman Electronic Materials Corporation	c/o Ice Miller	Attn Ben T Caughey	One American Sq Ste 3100		Indianapolis	IN	46282-0200	
Haney Christine M	Haney Christine M	508 Westgate At The Harbor			Rochester	NY	14617	
Hans J Kaiser		246 Pk Ln			Hendersonville	NC	28791-8614	
Hans J Kaiser and Edith L		Kaiser Jt Ten	246 Pk Ln		Hendersonville	NC	28791-8614	
Hansen Balk Steel Treating Co		1230 Monroe Ave NW			Grand Rapids	MI	49505-4690	
Hansen Jean Marie		Atty Pc	PO Box 33005		Bloomfield Hills	MI	48303	
Hansen Jean Marie Atty Pc		PO Box 33005			Bloomfield Hills	MI	48303	
Hansen Jean Marie Atty Pc		PO Box 33005			Bloomfield Hills	MI	48303	
Harada Industry of America		22925 Venture Dr			Novi	MI	48375	
Harco Industries		PO Box 335			Englewood	OH	45322	
Harding University		Business Office	Box 10770		Searcy	AR	72149	
Hardware Specialty Co Inc		48 75 36th St			Long Island City	NY	11101	
Hare Cynthia		3904 Deepath Dr			Sandusky	OH	44870	
Harilaos T Sakellariades and		Lucy H Sakellariades Jt Ten	3 Hawthorn Pl		Boston	MA	02114-2334	
Harlan D Hubka		508 Court St 101			Beatrice	NE	68310-3922	
Harlan F Ware		586 Pkwy Ave			Antioch	IL	60002-1354	
Harlingen CISD	Diane W Sanders	Lineberger Goggan Blair & Sampson LLP	1949 S IH 35 78741	PO Box 17428	Austin	TX	78760-7428	
Harold A Ross		131 Nw 4th St 280			Corvallis	OR	97330	
Harold E Fritz Tr		Harold E Fritz Revocable Living	Trust Ua Dtd 102000 15558 W		Surprise	AZ	85374-6399	
Harold E Hatfield		2608 North 300 East			Anderson	IN	46012-9405	

Delphi Corporation
Disallowed Claims Service List

Name	Creditor/Notice Name	Address1	Address2	Address3	City	State	Zip	Country
HE Services Company	Victor J Mastromarco Jr P34564	1024 N Michigan Ave	PO Box 3197		Saginaw	MI	48605-3197	
Health Care Authority of Athens and Limestone County dba Athens Limestone Hospital	P Michael Cole Attorney for Creditor Healthcare Technologies of Mid MI Inc	Wilmer & Lee PA	Attorneys at Law	PO Box 710	Athens	AL	35612	
Healthcare Technologies of Mid MI Inc	Attn Dan Champney Esq	PO Box 315			Swartz Creek	MI	48473	
HealthPlus of Michigan Inc	Heather K Johnson	2050 S Linden Rd			Flint	MI	48532	
Hebert Roy Ernest III	Heather K Johnson	915 Iowa Ave			Lynn Haven	FL	32444	
Hedwig L Hall		368 Longbush Ln			Webster	NY	14580	
Heidel GmbH & Co Kg		63 66 77th Pl			Middle Village	NY	11379-1306	
Helman David R	Frimo Lotte GmbH	Hansang 1			Lotte	NY	D 49504	Germany
Helman Mary Ann	Jacob & Weingarten P C	Attn Howard S Sher	2301 W Big Beaver Rd Ste 777		Troy	MI	48084	
Helman Mary Ann	Attn Howard S Sher	Jacob & Weingarten P C	2301 W Big Beaver Rd Ste 777		Troy	MI	48084	
Heinz R Brueckner Tr	Attn Howard S Sher	Heinz R Brueckner and Nancy J	Brueckner Trust Ua 12290	6344 N 87th St	Scottsdale	AZ	85250-5712	
Helsey Duane L		105 W Falcon Run			Pendleton	IN	46064-9141	
Helen A Arnold		13956 San Pablo Av	Apt 335		San Pablo	CA	94806-5304	
Helen Arlene Nelson and Helen Bouchard	Rudolph S Nelson Tr	Helen Arlen Nelson Revocable	Trust Ua 032999	19720 460th St	Lake Mills	IA	50450-7458	
Helen C Mayer		2254 Willow Ave			Niagra Falls	NY	14305-3052	
Helen Chiang Tr		5747 Kirkridge			Rochester Hills	MI	48306-2262	
Helen D Thomas and Helen E David Tr	Helen Chiang Living Trust	Dennis G Thomas Jr Ten	Ua 060195	2619 Chateau Ln	Davis	CA	95616-6414	
Helen E Oberstar	Helen E David Rev Liv Trust	Ua 060800	15 Aberfield Ln		Miamisburg	OH	45342-6615	
Helen Elizabeth Kurtz Tr	Revocable Living Trust	Elizabeth Helen Walsh	Ua 041197	165 Navajo Dr	Pontiac	MI	48341-2028	
Helen J Walsh Cust		J B Lossing	Unif Trans Min Act Wy	1022 Main St	Wilton	CT	06897-4221	
Helen Jane Blackman			3924 Baltimore St	Box 4044	Lafayette	IN	47901-1541	
Helen Jarmakowicz and Helen Kriz Tr Helen Kriz	Tod Warren Jarmakowicz and Helen Kriz Tr	Karen Jarmakowicz Jr Ten	2033 Se Allamanda Dr		Cheyenne	WY	82003-4044	
Helen Kuebler		27 Pearl St W			Kensington	MD	20895-3906	
Helen Louise Gregory		200 Saunders Ferry Rd No 1111			West Paterson	NJ	07424-2609	
Helen M Corneen		Royal Stewart Arms Clydebank 216			Port St Lucie	FL	34952-5803	
Helen M Getty		Box 376			Sidney	NY	13838-1427	
Helen M Kurncz Trustee Ua		Dtd 022691 Helen M Kurncz			Hendersonville	TN	37075	
Helen McNaughton In Trust		For Tyler McNaughton Darcy	McNaughton and Morgan		Detroit	MI	48223-3028	
Helen N Boskovich and Edward C		Boskovich Jr Ten	McNaughton		Dunedin Beach	FL	34698	
Helen Neldell		1369 Finn Terrace	49707 Jefferson Court		Gordon	PA	17936	
Helen S Entrikin		908 Canoe Ln			Bradenton	FL	34209-4015	
Helen S Pieve		702 Castle Dr			Chatham	ON	N7M 6G3	Canada
Helen S Stahley		8510 Mohr Ln			Shelby Township	MI	48315-3951	
Helen T Brisendine		995 Green St			Fairlawn	NJ	17410	
Helen V Applegate	Heine V Applegate Estate Mary H Hill Ind Executor	Box 35			Manahawkin	NJ	08050-2120	
Helen Wetzel		150 Broadway			Chattanooga	TN	37411-3303	
Helene Levine and Helga R Von Transehe	Stuart H Levine Tr	Helene Levine and Stuart Levine	Fam Trust Ua 070196		Fogelsville	PA	18051-1923	
Helcor Inc		St Othmar Strasse 10	94501 Kriesdorf		Conyers	GA	30012	
Hella Fahrzeugkomponenten GmbH	Mr Gerd Guenther	19 Fulton St Rm 407			Atlanta	IL	61723-0035	
Hella Innenleuchten Systeme GmbH	Mrs Melanie Renner Mrs Sonia Wickenberg	Dortmunder Str 5			New Orleans	LA	70118-7609	
Helm Instrument Co Inc		Malenbuehlstrasse 7			Roslyn Heights	NY	11577-1500	
Helmut A Koehler		361 W Dussel Dr			New York	NY	10038-2125	Germany
		1485 Fairview Ave			Bremen		28199	Germany
					Wembach		79677	Germany
					Maumee	OH	43537-166	
					Brentwood	CA	94513-5344	

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Delphi Corporation
Creditor Matrix

CreditorName	CreditorNoticeName	Address1	Address2	Address3	Address4	City	State	Zip	Country
BACH & CO		50 SEAVIEW BLVD				PORT WASHINGTON	NY	11050	
BACH AND CO		PO BOX 7000				PORT WASHINGTON	NY	11050	
BACH DOUGLAS		9657 MEADOW WOODS LN				CENTERVILLE	OH	45458	
BACH JAMES		14825 SENATOR WAY				KOKOMO	IN	46032	
BACH LINDA J		4676 W COUNTY RD 200 N				WILMINGTON	OH	45177-8943	
BACH ROGER N		1476 HINEY RD				LAINGSBURG	MI	48848	
BACH SUE		4801 ROUND LAKE RD				VANDALIA	OH	45377-2231	
BACH WILLIAM E		228 N AMERICAN BLVD				CARMEL	IN	46032	
BACH JAMES CARTER		14825 SENATOR WAY				FLINT	MI	48532-2637	
BACHA RICHARD A		1292 DONALD DR				POLAND	OH	44514	
BACHANI JOSEPH		1244 MEADOW LN				HOUSTON	TX	77092	
BACHARACH INC		5151 MITCHELDALE STE B4				NEW KENSINGTON	PA	15068-7074	
BACHARACH INC		621 HUNT VALLEY CIR				NEW KENSINGTON	PA	15068-7074	
BACHARACH INC		621 HUNT VALLEY CIR				NEW KENSINGTON	PA	15068	
BACHARACH INC		BACHARACH INSTRUMENTS	621 HUNT VALLEY CIR			NEW KENSINGTON	PA	15068-7074	
BACHARACH INC		BACHARACH SERVICE CTR	625 ALPHA DR			PITTSBURGH	PA	15238-2878	
BACHARACH INC		PO BOX 106008				PITTSBURGH	PA	15230-6008	
BACHARACH INSTRUMENT COMPANY		625 ALPHA DR				PITTSBURGH	PA	15238	
BACHARACH SERVICE CENTER		621 HUNT VALLEY CIR				NEW KENSINGTON	PA	15068-7074	
BACHE KATHLEEN		5100 CRANBERRY DR				MINERAL RIDGE	OH	44440	
BACHELDER PATRICK		1500 WAVERLY DR				TROY	MI	48098	
BACHELDER PATRICK L		1500 WAVERLY DR				TROY	MI	48098	
BACHER MICHAEL		946 W ALKALINE SPRINGS RD				VANDALIA	OH	45377	
BACHI LIMITED PARTNERSHIP		1201 ARDMORE				ITASCA	IL	60143-1103	
BACHKES WITTLIEFF GERALDYNE		1622 BAYVIEW DR				MUSKEGON	MI	49441	
BACHMAN BRIAN		5266 SMITH STEWART RD	TOWNLINE RD			GIRARD	OH	44420	
BACHMAN LISA		980 BRISTOL CHAMPION				WARREN	OH	44481	
BACHMAN LYNDA		5266 SMITH STEWART RD SE				GIRARD	OH	44420	
BACHMAN PAUL		1151 CARVER RD				CLEVELAND	OH		
BACHMAN ROBERT		980 BRISTOL CHAMPION TOW	NLINE			HEIGHTS	OH	44112	
BACHMAN TOOL & DIE		1111 4TH AVE NE				WARREN	OH	44481	
BACHMAN TOOL & DIE		PO BOX 189				INDEPENDENCE	IA	50644	
BACHMAN TOOL & DIE CO		PO BOX 189				INDEPENDENCE	IA	50644	
BACHMAN TOOL & DIE CO		PO BOX 189				INDEPENDENCE	IA	50644	
BACHMAN BRIAN L		5266 SMITH STEWART RD				GIRARD	OH	44420	
BACHMAN LISA		980 BRISTOL CHAMPION	TOWNLINE RD			WARREN	OH	44481	
BACHMAN ROBERT S		980 BRISTOL CHAMPION TOW	NLINE			WARREN	OH	44481	
BACHMANN JOHN		3119 GRETTCHEN DR NE				WARREN	OH	44483	
BACHOCHIN JOHN		15731 S 4210 RD				CLAREMORE	OK	74017	
BACHOLZKY JEFF		7857 RAMBLEWOOD				YPSILANTI	MI	48197	
BACHULA RICKY		2865 WILLIAMSON RD				SAGINAW	MI	48601-5249	
BACHULA ROBERT J		5680 GRONDA				HARRISON	MI	48625-9389	
BACHULA ROBERT J		5680 GRONDA				HARRISON	MI	48625-9389	
BACHUS BENJAMIN		189 T PALMDALE DR				WILLIAMSVILLE	NY	14221	
BACIGAL ROBERT		15743 HIX				LIVONIA	MI	48154	
BACK COUNTRY ACCESS	ERIC MOORE	2820 WILDERNESS PL UNIT H				BOULDER	CO	80301	
BACK DENNIS		842 CONTINENTAL CT APT 1				VANDALIA	OH	45377-1241	
BACK DENNIS		842 CONTINENTAL CT APT 1				VANDALIA	OH	45377-1241	
BACK JAMES		1816 ATKINSON				XENIA	OH	45385	
BACK JR LARRY		10 S RIVER ST				FRANKLIN	OH	45005	
BACK PATRICK		487 CHAPARRAL DR				RUSSIAVILLE	IN	46979	
BACK R G		85 EASEDALE DR				SOUTHPORT	UNITED KINGDOM	PR8 3TT	
BACKCOUNTRY ACCESS INC	ERIC MOORE	2820 WILDERNESS PL UNIT H				BOULDER	CO	80301	
BACK ERIN		8633 SHEFFIELD				DYER	IN	46311	
BACKES KENNETH		1960 SHERIDAN DR APT 10				KENMORE	NY	14223	
BACKES RUSSELL		1645 MONROE AVE				SO MILWAUKEE	WI	53172-1726	
BACKES KENNETH		285 CRESTMOUNT AVE 248				TONAWANDA	NY	14150	
BACKFLOW CONTROL		262 BOATNER RD				POTTS CAMP	MS	38659	
BACKFLOW PREVENTION SERVICES		THE L P B CO INC	379 SHOTWELL COURT			WHITE LAKE	MI	48386	
BACKFLOW TECH	DONNA MARYE	608 GARRISON ST	UNIT L			LAKEWOOD	CO	80215	
BACKFLOW TECH	TAMARA KREBS	468 SOUTH DUDLEY ST				LAKEWOOD	CO	80226	
BACKHAUS HERBERT		4614 DENTON RD				CANTON	MI	48188	
BACKIE ROBERT	C/O MASTROMARCO & JAHN PC	VICTOR J MASTROMARCO JR	1024 N MICHIGAN AVE			SAGINAW	MI	48605-3197	
BACKIS INTERNATIONAL		751 LAUREL ST 330				SAN CARLOS	CA	94070	

Delphi Corporation
Creditor Matrix

CreditorName	CreditorNoticeName	Address1	Address2	Address3	Address4	City	State	Zip	Country
CADILLAC RUBBER & PLASTICS DE		AVON AUTOMOTIVE	ORIENTE 12 NO 1151 COL CENTRO			ORIZABA		94300	MEXICO
CADILLAC RUBBER & PLASTICS DE		ORIENTE 12 NO 1151 COL CENTRO				ORIZABA		94300	MEXICO
CADILLAC RUBBER & PLASTICS DE		COL CENTRO				ORIZABA	VER	94300	MX
CADILLAC RUBBER & PLASTICS INC		1401 PULLMAN BLDG 3				EL PASO	TX	79936	
CADILLAC RUBBER & PLASTICS INC		AVON AUTOMOTIVE	805 W 13TH ST			CADILLAC	MI	49601-9282	
CADILLAC RUBBER & PLASTICS INC		COL CENTRO				ORIZABA	VER	94300	MX
CADILLAC RUBBER & PLASTICS INC		39205 COUNTRY CLUB DR STE C16				FARMINGTON HILLS	MI	48331	MX
CADILLAC RUBBER & PLASTICS INC		NO PHYSICAL ADDRESS				DETROIT	MI	48267	
CADILLAC RUBBER & PLASTICS INC		39205 COUNTRY CLUB DR STE C16				FARMINGTON HILLS	MI	48331	
CADILLAC RUBBER & PLASTICS INC		1401 PULLMAN DR BLDG 3				EL PASO	TX	79936	
CADILLAC TRAVEL GROUP		3000 TOWN CTR STE 22				SOUTHFIELD	MI	48075	
CADIMENSIONS INC		6310 FLY RD				EAST SYRACUSE	NY	13057	
CADIMENSIONS INC		ADDR CHG 8 4 99				EAST SYRACUSE	NY	13057	
CADIMEX SA DE CV		AV HENEQUEN 1269 FRACC SALVACAR				CD JUAREZ		32690	MEX
CADIMEX SA DE CV		AV HENEQUEN 1269 FRACC SALVACAR				CD JUAREZ		32690	MEXICO
CADLEROCK JOINT VENTURE II LP		100 NORTH CTR ST				NEWTON FALLS	OH	44444	
CADMAN JUANITA		7465 WOODS EDGE DR NE				BELMONT	MI	48308-9433	
CADON PLATING & COATINGS LLC		3715 11TH ST				WYANDOTTE	MI	48192-643	
CADON PLATING CO		3715 11TH ST				WYANDOTTE	MI	48192	
CADON PLATING CO		3715 11TH ST				WYANDOTTE	MI	48192-643	
CADPO INC	DAVID FEDLER	1490 W 121ST AVE	STE 201			WESTMINSTER	CO	80234	
CADSTAR INTERNATIONAL LTD		PO BOX 11515				BOSTON	MA	02211	
CADSTAR INTERNATIONAL LTD EFT		PO BOX 11515				BOSTON	MA	02211	
CADVENTURE INC		3860 BEN HUR AVE NO 1				WILLOUGHBY	OH	44094-6370	
CADWALADER WICKERSHAM & TAFT LLP		LLP	1201 F ST NW	ADD CHG 10 05 04 CP		WASHINGTON	DC	20004	
CADWALADER WICKERSHAM & TAFT LLP		GENERAL POST OFFICE	PO BOX 5929			NEW YORK	NY	10087-5929	
CADWALADER WICKERSHAM & TAFT LLP		ONE WORLD FINANCIAL CENTER				NEW YORK	NY	10281	
CADWALADER WICKERSHAM & TAFT LLP		ONE WORLD FINANCIAL CENTER				NEW YORK	NY	10281	
CADWALLADER CYNTHIA		1100 BOARDMAN CANFIELD RD APT 95				NEW YORK	NY	10281	
CADWALLADER DAVID A		8115 COREY HUNT RD				YOUNGSTOWN	OH	44512-3051	
CADWALLADER JOSEPH		1100 BOARDMAN CANFIELD RD APT 95				BRISTOLVILLE	OH	44402-9645	
CADY KIM E		5057 TERRITORIAL WEST				YOUNGSTOWN	OH	44512-8051	
CADY LIFTERS INC		1 FREEMONT ST				GR BLANC	MI	48439-2046	
CADY MASTROMARCO & JAHN PC		PO BOX 3197				TOWAWANDA	NY	14150	
CADY MASTROMARCO & JAHN PC		PO BOX 3197				SAGINAW	MI	48605	
CADY ROBERT		PO BOX 3197				SAGINAW	MI	48605	
CAE RANSOHOFF		4813 CLAREMONT ST 1				MIDLAND	MI	48642-3072	
CAE RANSOHOFF INC		4933 PROVIDENT DR				CINCINNATI	OH	45246	
CAE RANSOHOFF INC EFT	AMY OR DANA	4933 PROVIDENT DR				CINCINNATI	OH	45246	
CAE SERVICES CORP		FRMLY RANSOHOFF INC	4933 PROVIDENT DR			CINCINNATI	OH	45246	
CAE SERVICES CORP		208 BELLEVUE LN				BATAVIA	IL	60510	
CAE US HOLDINGS INC		PLASTICS TECHNOLOGY CTR	280 BELLEVUE LN			BATAVIA	IL	60510	
CAER OF METRO HUNTSVILLE		36199 MOUND RD				STERLING HEIGHTS	MI	48310-4736	
CAESAR CHARLES S		PO BOX 868				HUNTSVILLE	AL	35804	
CAESAR SANDRA M		726 LA SALLE DR				DAYTON	OH	45408-1523	
CAFFEE CARRIE M		615 ERNROE DR				DAYTON	OH	45408-1505	
CAFFEE DIANNA		PO BOX 145				NIAGARA FALLS	NY	14305-0145	
CAFFERTY DANIEL		861 BRUMBAUGH				NEW CARLISLE	OH	45344	
CAFFERTY FRANCIS E		930 BRIDGE PK				TROY	MI	48098	
CAFFEEY SHERMAN		4557 PKSIDE BLVD				ALLEN PK	OH	48101-3203	
CAFFIE EDWIN		4203 WINDHAM PL S				SANDUSKY	OH	44870	
CAFFIE JUNE C		259 WUMFORD DR				YOUNGSTOWN	OH	44505	
		1622 DODGE DR NW				WARREN	OH	44485-1821	
CAFFREY M		35 ELM RD	KIRKBY			LIVERPOOL		L32 0RY	UNITED KINGDOM
CAFFRITZ COMPANY		1825 K ST NW				WASHINGTON	DC	20006	
CAGAS JEAN		330 W 1ST ST APT 403				DAYTON	OH	45402-3044	
CAGAS JEAN Q		330 W 1ST ST APT 403				DAYTON	OH	45402	

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Delphi Corporation
Creditor Matrix

CreditorName	CreditorNoticeName	Address1	Address2	Address3	Address4	City	State	Zip	Country
HDK AMERICA INC		400 W 24TH ST STE B				NATIONAL CITY	CA	91950	
HDK AMERICA INC		FAMILY HOKURIKU USA LTD 198	200 N NORTHWEST HWY			BARRINGTON	IL	60010	
HDK AMERICA INC		8885 RIO SAN DIEGO DR NO 257				SAN DIEGO	CA	92108-1660	
HDK AMERICA INC		2395B WALL TRIANA HWY				HUNTSMILLE	AL	35624	
HDK AMERICA INC	SCOTT WILHELM	2395B WALL TRIANA HWY				HUNTSMILLE	AL	35624	
HDK AMERICA INC EFT		8885 RIO SAN DIEGO DR NO 257				SAN DIEGO	CA	92108-1660	
HDK AMERICA INC EFT		8885 RIO SAN DIEGO DR STE 257				SAN DIEGO	CA	92108	
HDK ENGINEERING INC		PO BOX 3480				OMAHA	NE	68103-0480	
HE ANDERSON COMPANY		2100 ANDERSON DR				MUSKOGEE	OK	74402	
HE ANDERSON COMPANY		PO BOX 1006				MUSKOGEE	OK	74402-1006	
HE DAVID		14430 PLYMOUTH ROCK DR				CARMEL	IN	46033	
HE LENNON INC		23920 FREEWAY PK DR				FARMINGTON HILLS	MI	48335	
HE LENNON INC	NANCY	23920 FREEWAY PK DR				FARMINGTON	MI	48335	
HE MICROWAVE	DAVE STOCKERO	2900 EAST ELVIRA RD	STE 100			TUCSON	AZ	85706	
HE MICROWAVE LLC		2900 EAST ELVIRA STE 100				TUCSON	AZ	85706	
HE MICROWAVE LLC		2900 E ELVIRA RD STE 100				TUCSON	AZ	85706	
HE MICROWAVE LLC		2900 E ELVIRA RD				TUCSON	AZ	85706	
HE MICROWAVE LLC		C/O DELCO ELECTRONICS CORPORATION	ONE CORPORATE CENT			KOKOMO	IN	46904-9005	
HE SERVICES CO	H E SERVICES CO	1900 N SAGINAW ST	3800 PERRYVILLE RD			ORTONVILLE	MI	48462	
HE SERVICES CO		201 OAKWOOD RD				FLINT	MI	48505	
HE SERVICES CO		5117 S DORT HWY				OXFORD	MI	48371	
HE SERVICES CO		ANCON PROTOTYPE MACHINE				FLINT	MI	48507	
HE SERVICES CO		ANCON TOOL DIV	1755 WICCO			SAGINAW	MI	48601	
HE SERVICES CO		ANCON TOOL DIV	225 E MORLEY DR			SAGINAW	MI	48601-9623	
HE SERVICES CO		ENGINEERING DIV	5117 S DORT HWY			FLINT	MI	48507	
HE SERVICES CO		HE TECHNOLOGIES INC	225 E MORLEY DR			SAGINAW	MI	48601-9482	
HE SERVICES CO		UNIVERSAL INSPECTION DIV	30 A1 SPUR DR			EL PASO	TX	79906	
HE SERVICES CO		UNIVERSAL MANUFACTURING DIV	3870 E WASHINGTON RD			SAGINAW	MI	48601	
HE SERVICES CO EFT		1900 N SAGINAW ST	3860 E WASHINGTON RD			SAGINAW	MI	48601	
HE SERVICES CO 382443855		1900 N SAGINAW ST				FLINT	MI	48506-4768	
HE SERVICES CO EFT	C/O MASTROMARCO & JAHN PC	HOLD PER LEGAL 07 07 05 CP	5117 S DORT HWY			FLINT	MI	48506-4768	
HE SERVICES COMPANY		1024 N MICHIGAN AVE	PO BOX 3197			SAGINAW	MI	48602	
HE SERVICES COMPANY	COMERCIA BANK	RALPH E MCDOWELL	BODMAN LONGLEY &			DETROIT	MI	48243	
HE SERVICES COMPANY	VICTOR MASTROMARCO JR	MASTROMARCO & JAHN PC	DAHLING LLP	100 RENAISSANCE CTR		SAGINAW	MI	48602	
HE WEI HUA		30 A1 SPUR DR	1024 N MICHIGAN AVE	PO BOX 3197		EL PASO	TX	79906	
HE XINHUA		446 RICHMOND PK E	APT 629A			RICHMOND HTS	OH	44143	
HE DAVID Q		2947 RIVER VALLEY DR				TROY	MI	48098	
HE XINHUA		14430 PLYMOUTH ROCK DR				CARMEL	IN	46033	
HE XINHUA		11464 MEARS DR				CARMEL	IN	46077	
HE ABERLIN FRED J		RR 1 BOX 318				ADRIAN	PA	16210-9609	
HE ACOCK METAL & MACHINE CO INC		400 W 1ST				SYLACAUGA	AL	35150	
HE ACOCK METAL & MACHINE CO INC		ADDR CHG 5 26 99	400 W 1ST			SYLACAUGA	AL	35150	
HE ACOCK METAL AND MACHINE CO INC		PO BOX 778				SYLACAUGA	AL	35150	
HE ACOX GARY		6479 COLONIAL DR				LOCKPORT	NY	14094-6122	
HE ACOX MARK		895 CIMARRON OVAL				AURORA	OH	44202	
HE ACOX MARK		895 CIMARRON OVAL				AURORA	OH	44202	
HE ACOX, MARK J		895 CIMARRON OVAL				AURORA	OH	44202	
HEAD ACOUSTICS GMBH		EBERTSTR 30 A				HERZOGENRATH	NW	52134	DE
KOPFBEZOGENE AU		6964 KENSINGTON RD				BRIGHTON	MI	48116	
HEAD ACOUSTICS INC		ADDRESS CHG 5 4	FAMILY SONIC PERCEPTIONS INC	6964 KENSINGTON RD		BRINGTON	MI	48116	
HEAD ACOUSTICS INC EFT		PO BOX 408				GALVESTON	IN	46932	
HEAD CHARLES		1901 S GOYER	APT 158			KOKOMO	IN	46902	
HEAD DAVID		249 E CHURCH				MORRICE	MI	48857	
HEAD ROBERT		5926 CULZEAN DR APT 619				DAYTON	OH	45426	
HEAD, CHARLES KENDEL		PO BOX 408				GALVESTON	IN	46932	
HEADCO INDUSTRIES INC		BEARING HEADQUARTERS CO DIV	3199 N SHADELAND AV			INDIANAPOLIS	IN	46226-6233	
HEAD PHYLIS		2624A WEST GALENA				MILWAUKEE	WI	53205	
HEADING JR HOWARD L		121 WARSAC ST				BAY CITY	MI	48708-7054	
HEADLAND ENGINEERING DEVELOP		UNIT 5B NAVIGATION DR	HURST BUSINESS PK			BRIERLEY HILL	NY	DYS 1YF	UNITED KINGDOM
HEADLEE R M CO INC		3596 CALIFORNIA RD				ORCHARD PK	NY	14127-1716	

Delphi Corporation
Creditor Matrix

CreditorName	CreditorNoticeName	Address1	Address2	Address3	Address4	City	State	Zip	Country
MASTERLINE DESIGN & MFG INC		41580 PRODUCTION DR				MT CLEMENS	MI	48045	
MASTERLINE DESIGN & MFG INC		MANUFACTURING INC				HARRISON	MI	48045	
MASTERLINE DESIGN AND MFG	JENNY	41580 PRODUCTION DR	41580 PRODUCTION DR			TOWNSHIP	MI	48045	
MASTERPIECE ENGINEERING, INC		3001 TECUMSEH RD				CORINTH	MS	38834	
MASTERS ARCHITECTURAL GRAPHIC			2017 W 18TH ST			INDIANAPOLIS	IN	46202-1018	
MASTERS BARBARA A		6620 RITA DR				ENON	OH	45323-1237	
MASTERS CAR STEREO		1414 E WASHINGTON ST				GREENVILLE	SC	29607-1864	
MASTERS CATHERINE		3808 STONEGATE DR				WICHITA FALLS	TX	76310	
MASTERS CHARLES		3921 W SHEFFIELD AVE				CHANDLER	AZ	85226-1343	
MASTERS COLLEGE		21726 PLIRITA CANYON RD				SANTA CLARITA	CA	91321-1200	
MASTERS COLLEGE		ADDR CHG 4 22 98				SANTA CLARITA	CA	91321-1200	
MASTERS CONSTANCE		411 S PORTER ST				SAGINAW	MI	48602	
MASTERS DALE		1010 BALDWIN ST				JENISON	MI	49428-9716	
MASTERS INTERNATIONAL		2401 E PIONEER PKWY				ARLINGTON	TX	76010-8363	
MASTERS JACK		4601 GOLFCREST DR				ANDERSON	IN	46011	
MASTERS JAMES		85 NEIL RD				ELLISVILLE	MS	39437	
MASTERS LINDA S		7549 SADDLER KROHLER RD				FARMDALE	OH	44417-9757	
MASTERS MARK		1634 WEST SHEPHERD RD				BRECKENRIDGE	MI	48615	
MASTERS PRECISION, INC	BILL	15W700 N FRONTAGE RD				BURR RIDGE	IL	60527-7544	
MASTERS RALPH		7549 SADDLER KROHLER RD				FARMDALE	OH	44417	
MASTERS REBECCA		3214 WESTON DR				KOKOMO	IN	46902	UNITED KINGDOM
MASTERS RICHARD		17 ARIES CLOSE				KNOTTY		L149LW	
MASTERS RICHARD A		2706 S JEFFERSON ST				BAY CITY	MI	48708-3700	
MASTERS ROBERT		5604 IVY COURT				KOKOMO	IN	46902-5237	
MASTERS THOMAS		342 S 700 E				ELWOOD	IN	46036	
MASTERS TIMOTHY		3573 E 150 S BOX 514				HOBBS	IN	46047	
MASTERS TOOL & DIE INC		4485 MARLEA AVE				SAGINAW	MI	48601	
MASTERS TOOL & DIE INC		4485 MARLEA DR				SAGINAW	MI	48601-7230	
MASTERS TOOL & DIE INC		4485 MARLEA LN				SAGINAW	MI	48601-7230	
MASTERS, ROBERT		5604 IVY CT				KOKOMO	IN	46902	
MASTERSON CHADWICK		3039 CO RD 136				TOWN CREEK	AL	35672	
MASTERSON CHARLES		3003 COUNTY RD 136				TOWN CREEK	AL	35672	
MASTERSON CHARLES E		6060 SPIES LN				FLINT	MI	48532-5319	
MASTERSON LEWIS		2063 CO RD 129				RUSSELLVILLE	AL	35654	
MASTERSON RODNEY L		223 N 20TH				COLLINSVILLE	OK	74021	
MASTERSON ROGER		3390 COUNTY RD 136				TOWN CREEK	AL	35672	
MASTERSON RONNIE		PO BOX 176				COURTLAND	AL	35618	
MASTERYWORKS INC		6724 OLD MCLEAN VILLAGE DR	STE B3			MCLEAN	VA	22101	
MASTERYWORKS INC		6724 OLD MCLEAN VILL DR STE B3				MCLEAN	VA	22101	
MASTEX INDUSTRIES INC		2 3 BIGELOW ST				HOLYOKE	MA	01041160	
MASTEX INDUSTRIES INC		2 BIGELOW ST				HOLYOKE	MA	01040	
MASTEX INDUSTRIES INC		2 BIGELOW ST				HOLYOKE	MA	1040	
MASTEX INDUSTRIES INC		PO BOX 1160				HOLYOKE	MA	01041-1160	
MASTEX INDUSTRIES INC	ATTN JEFFREY STREAM TREASURER	PO BOX 1160				HOLYOKE	MA	01041	
MASTIN MINNIE E		3510 BROWNELL				FLINT	MI	48504-3716	
MASTIN MINNIE E		3510 BROWNELL				FLINT	MI	48504-3716	
MASTIN RONNIE		4017 BROWNELL BLVD				FLINT	MI	48504	
MASTRO NOREEN		4339 CANAL RD				SPENCERPORT	NY	14559	
MASTRO NOREEN L		4339 CANAL RD				SPENCERPORT	NY	14559	
MASTRODONATO FRANK		77 MAIDA DR				SPENCERPORT	NY	14559	
MASTRODONATO, FRANK		1553 MANITOU RD				SPENCERPORT	NY	14559	
MASTRODONATO, LINDA		40 ANN MARIE DR				ROCHESTER	NY	14626	
MASTROENI GENO		5734 MASTROENI TR				ROCHESTER	NY	14606	
MASTROLONARDO ANTHONY		39 HOMES PK AVE				GRAYLING	MI	49738	
MASTROMARCO & JAHN PC		1024 N MICHIGAN				ISELIN	NJ	08830	
MASTROMARCO & JAHN PC		CHG PER W9 3 15 04 CP				SAGINAW	MI	48605	
MASTROMARCO & JAHN PC		1024 N MICHIGAN AVE				SAGINAW	MI	48602	
MASTROMARCO & JAHN PC	VICTOR J MASTROMARCO JR	ATTORNEYS FOR PLAINTIFF APPELLANT	1024 N MICHIGAN AVE	PO BOX 3197		SAGINAW	MI	48605-3197	
MASTROMARCO & JAHN PC	VICTOR J MASTROMARCO JR	1024 N MICHIGAN AVE	PO BOX 3197			SAGINAW	MI	48605-3197	
MASTROMARCO AND JAHN PC		1024 N MICHIGAN AVE				SAGINAW	MI	48602	
MASTROMARCO AND JAHN PC		1024 N MICHIGAN				SAGINAW	MI	48605	
MASPROVITO, MICHAEL		13900 CLEAR CREEK				LOWELL	MI	49331	
MASUDA FUNAI EIFERT & MITCHELL LTD	GARY VIST	203 N LASALLE ST STE 2500				CHICAGO	IL	60601-1262	
MASUR TRUCKING INC		2821 CREXCENTVILLE RD				WEST CHESTER	OH	45069-3859	
MASWERKS		835 RICHMOND RD				PAINESVILLE	OH	44077	
MATA DALE		354 HORSESHOE CT				GRAND BLANC	MI	48439	

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Delphi Corporation
Creditor Matrix

CreditorName	CreditorNoticeName	Address1	Address2	Address3	Address4	City	State	Zip	Country
PALMER AND LAWRENCE INC		PO BOX 10424				BIRMINGHAM	AL	35202	
PALMER ANGELO		47 PALFREY LN				WILLINGBORO	NJ	08046	
PALMER ANTHONY		PO BOX 490615				WEST CARROLLTON	OH	45449	
PALMER BENNETT E		630 DEVILS LAKE HWY				MANITOU BEACH	MI	48253-9660	
PALMER BUILDING SYSTEMS CORP		16582 GOTHARD ST STE				HUNTINGTON	CA	92647	
PALMER CHARLES		4732 BOKAY DR				BEACH	OH	45440	
PALMER CHELSEA		207 LARADO DR				KETTERING	MS	39056	
PALMER CHESTER		4572 HOWELL FARMS RD				ACWORTH	GA	30101	
PALMER CINDIE L	DAVID CARBAJAL JOHN J DANIELESKI	ONEILL WALLACE & DOYLE PC	PO BOX 1966			SAGINAW	MI	48605-1966	
PALMER CINDIE L	VICTOR J MASTROMARCO JR ESQ	CADY MASTROMARCO & JAHN PC	1024 N MICHIGAN AVE	PO BOX 3197		SAGINAW	MI	48605-3197	
PALMER CINDIE L ESTATE OF	C/O MASTROMARCO & JAHN PC	VICTOR J MASTROMARCO JR P34564	1024 N MICHIGAN AVE	PO BOX 3197		SAGINAW	MI	48605-3197	
PALMER CLINTON M		3912 LEWISTON RD				NIAGARA FALLS	NY	14305-1530	
PALMER CO INC		LAVO CHEMICAL DIV	1201 SENTRY DR			WAUKESHA	WI	53186	
PALMER COMPANY INC		LAVO CHEMICAL DIV	1201 SENTRY DR			WAUKESHA	WI	53186-596	
PALMER CONNIE		435 JAMESON ST				SAGINAW	MI	48602-3237	
PALMER CORA L		318 WILSON AVE				MT MORRIS	MI	48458-1444	
PALMER COURTNEY		6310 W FARRAND RD				CLIO	MI	48420	
PALMER DALE		6321 E PIERSON RD				FLINT	MI	48506-2255	
PALMER DANIEL		9034 SUMMIT VIEW CT				SPRINGBORO	OH	45066	
PALMER DANIEL O		6738 VISTA DEL LAGO AVE				LAND O LAKES	FL	34638-3293	
PALMER DAVID		8614 GATEWOOD DR				HOWARD CITY	MI	49329	
PALMER DEBORAH		PO BOX 2422				TRENTON	NJ	08607	
PALMER DENNIS		527 COVENTRY WAY				NOBLESVILLE	IN	46060	
PALMER DIANNA		650 REX BLVD NW				WARREN	OH	44483	
PALMER DORA		1316 ANTHONY CT				ADRIAN	MI	49221	
PALMER DWIGHT O		1218 CARRIAGE DR				AIKEN	SC	29803-5561	
PALMER ENGINEERING INC		3525 CAPITAL CITY BLVD				LANSING	MI	48901	
PALMER ENGINEERING INC		3525 CAPITAL CITY BLVD				LANSING	MI	48906-2101	
PALMER ENGINEERING INC EFT		PO BOX 12030				LANSING	MI	48901	
PALMER FREDERICK K		15405 CORUNNA RD				CHESANING	MI	48616-9494	
PALMER GREGORY		8335 HYANNIS PORT DR 1B				CENTERVILLE	OH	45458	
PALMER HARRY L		1894 MORGANTON DR				HENDERSON	NV	89052-6967	
PALMER HOLLAND INC		PO BOX 951883				CLEVELAND	OH	44193	
PALMER HOLLAND INC		25000 COUNTRY CLUB BLVD	STE 400			NORTH OLMS TED	OH	44070	
PALMER HOLLAND INC		25000 COUNTRY CLUB BLVD STE 40				NORTH OLMS TED	OH	44070-533	
PALMER HOLLAND INC		24950 COUNTRY CLUB BLVD				NORTH OLMS TED	OH	44070-5342	
PALMER HOLLAND INC		PO BOX 951883				CLEVELAND	OH	44193	
PALMER HOLLAND INC		3266 BEAGLE BLVD				COLUMBUS	OH	43232	
PALMER INTERNATIONAL INC		2036 LUCON RD				SKIPPACK	PA	19474	
PALMER INTERNATIONAL INC		2036 LUCON RD				SKIPPACK	PA	19494	
PALMER INTERNATIONAL INC		2036 LUCON RD				VALLEY FORGE	PA	19494	
PALMER JAMES		2033 S HADLEY RD				SPRINGFIELD	OH	45505	
PALMER JAMES		2861 LANSING DR				DAYTON	OH	45420-1717	
PALMER JAMIE		PO BOX 7609				NO BRUNSWICK	NJ	08902	
PALMER JEANNE Y		5316 BARRETT RD				SANDUSKY	OH	44870-1565	
PALMER JERRY J		PO BOX 25				NORTH BEND	OH	45052-0025	
PALMER JIN		2667 LACOTA DR				WATERFORD	MI	48328	
PALMER JOHN		2140 GARDENLAND AVE				NILES	OH	44448-4522	
PALMER JOHN		2140 GARDENLAND AVE				NILES	OH	44448-4522	
PALMER JOHN		2140 GARDENLAND AVE				NILES	OH	44448-4522	
PALMER JOSHUA		3175 PINEHILL PL				FLUSHING	MI	48433	
PALMER JR KEITH		3475 CHURCH ST				SAGINAW	MI	48604	
PALMER KATHLEEN		1517 SHAFTSBURY RD				DAYTON	OH	45406	
PALMER KATHLEEN		1517 SHAFTSBURY RD				DAYTON	OH	45406	
PALMER KEVIN		1960 PALISADES				DAYTON	OH	45414	
PALMER KIM		6901 RIDGE RD				LOCKPORT	NY	14094	
PALMER KIM		6901 RIDGE RD				LOCKPORT	NY	14094-9436	
PALMER LEASING GROUP		7740 CTR POINT 70 BLVD				DAYTON	OH	45424	
PALMER MARSHA D		800 MACMILLAN DR				TROTWOOD	OH	45426-2747	
PALMER MICHAEL		PO BOX 49723				DAYTON	OH	45449	
PALMER MOVING & STORAGE		24660 DEQUINDRE RD				WARREN	MI	48091-3332	
PALMER MOVING & STORAGE CO		21000 TROLLEY DR				TAYLOR	MI	48180	
PALMER MOVING & STORAGE CO		31751 ENTERPRISE DR				LIVONIA	MI	48151	
PALMER NATHAN		1612 SOUTH AVE				NIAGARA FALLS	NY	14305	
PALMER NICOLE		224 STEVENS ST				NO BRUNSWICK	NJ	08902	
PALMER NORMAN		6930 NORTHVIEW DR				LOCKPORT	NY	14094	
PALMER ODELIA M		316 FOX RD				SANDUSKY	OH	44870-9706	

Delphi Corporation
Creditor Matrix

CreditorName	CreditorNoticeName	Address1	Address2	Address3	Address4	City	State	Zip	Country
VICKIE GUADANOLI		5 LUDDY COURT APT F				BALTIMORE	MD	21234	
VICKIE L GENSLE		3450 LAKE RD				WILSON	NY	14172	
VICKIE LYNN TOMNITZ		RT 1 BOX 138 23				WARRENTON	MO	63383	
VICKIE WARE		PO BOX 3932				HIGHLAND PARK	MI	48203-0932	
VICKREY CHESTER		1174 SANLOR AVE APT D				W MILTON	OH	45383	
VICKREY, SHELIA		329 W HAYES ST				WEST MILTON	OH	45383	
VICKY L DOLLY		8516 CHESTNUT RIDGE RD				GASPORT	NY	14067	
VICKY TANG		51 HEMLOCK LN				MILPITAS	CA	95035	
VICOL EDWARD		920 BREWER RD				SEDONA	AZ	86336-6229	
VICOMA TOOL & DIE CO INC		331 53RD ST				WEST NEW YORK	NJ	07093	
VICOMA TOOL & DIE INC		VICOMA TOOL & DYE	331 53RD ST			WEST NEW YORK	NJ	07093	
VICOMA TOOL AND DIE CO INC		331 53RD ST				WEST NEW YORK	NJ	07093	
VICOR CORP		23 FRONTAGE RD				ANDOVER	MA	01810	
VICOR CORP		25 FRONTAGE RD				ANDOVER	MA	01810	
VICOR CORP		PO BOX 4628				BOSTON	MA	02212-4628	
VICOUNT INDUSTRIES EFT		24704 HATHAWAY				FARMINGTON HILLS	MI	48018	
VICOUNT INDUSTRIES INC		24704 HATHAWAY				FARMINGTON HILLS	MI	48335-1543	
VICTOR A FERGUSON		1696 COUNTRYSIDE DR				BEAVERCREEK	OH	45432	
VICTOR D KRUPPA		2300 W INA RD 8102				TUCSON	AZ	85741	
VICTOR GARY		7168 MARIGOLD DR				WHEATFIELD	NY	14120	
VICTOR GRIDER		204 N ROBINSON STE 1235				OKLAHOMA CITY	OK	73102	
VICTOR J MASTROMARCO JR		ATTORNEY FOR PLAINTIFF	1024 N MICHIGAN			SAGINAW	MI	48605-3197	
VICTOR MANUEL REYES URIAS EFT		MAQUINADOS Y AUTOMATIZACION				EL PASO	TX	79925	
VICTOR METALS	ACCOUNTS PAYABLE	29319 CLAYTON AVE	CMV			WICKLIFFE	OH	44092	
VICTOR REINZ VALVE SEALS LLC		301 PROGRESS WAY				AVILLA	IN	46710	
VICTOR TAPIA		2623 BURLY AVE				ORANGE	CA	92869	
VICTOR USA INC		14701 CUMBERLAND DR A 103				DELRAY BEACH	FL	33446	
VICTOR USA INC	ACCOUNTS PAYABLE	PO BOX 480462				DELRAY BEACH	FL	33448	
VICTOR VALLEY COLLEGE		18422 BEAR VALLEY RD				VICTORVILLE	CA	92392	
VICTOR VARGAS		404 E 19TH AVE				SAN MATEO	CA	94403	
VICTOR WENDY		1010 BENT OAK				ADRIAN	MI	49221	
VICTOR, GARY C		7168 MARIGOLD DR				WHEATFIELD	NY	14120	
VICTORIA JORDAN		865 AHERN COURT				SUWANEE	GA	30024	
VICTORIA J BRADEN		ACCT OF SCOTT KARASEK	CASE 93-A-06472-5			NORCROSS	GA	33248-2340	
VICTORIA J BRADEN ACCT OF SCOTT									
KARASEK		CASE 93 A 06472 5	5726 FAIRLEY HALL COURT			NORCROSS	GA	30092	
VICTORIA JANE BRADEN		5726 FAIRLEY HALL COURT				NORCROSS	GA	30092	
VICTORIA L GLASS		PO BOX 176				PLEASANT LK	MI	49272	
VICTORIA LEFAN C O DISTRICT CLK									
CS		PO BOX 340				WEATHERFORD	TX	76086	
VICTORIA RUSSEY		1905 OAK HILL RD				FORT WORTH	TX	76112	
VICTORIA V KREMSKI		PO BOX 187				OWOSSO	MI	48867	
VICTORIA VARGA		1005 COYNE PL				WILMINGTON	DE	19805	
VICTORY EXPRESS INC		55 VICTORY SAFETY LN				MEDWAY	OH	45341	
VICTORY EXPRESS INC		BOX 858075				WESTLAND	MI	48185	
VICTORY PACKAGING		2111 HESTER ST				DONNA	TX	78537	
VICTORY PACKAGING		4949 SW 20TH				DONNA	TX	78537	
VICTORY PACKAGING		PO BOX 844138				OKLAHOMA CITY	OK	73128	
VICTORY PACKAGING		PROLONG AV UNIONES NO 94	FRACC IND DEL NORTE			DALLAS	TX	75284-4138	MX
VICTORY PACKAGING		PO BOX 844150				DALLAS	TX	75284-4150	
VICTORY PACKAGING		PO BOX 844138				DALLAS	TX	75284-4138	
VICTORY PACKAGING	BENJAMIN SAMUELS	3565 TIMMONS LN 1440				HOUSTON	TX	77027	
VICTORY PACKAGING	BILL POLYNIAK	2111 HESTER AVE				DONNA	TX	78537	
VICTORY PACKAGING	DAVID MALLY	PO BOX 844138				DALLAS	TX	75284-1438	
VICTORY PACKAGING	GARY ZIMMERMAN	6250 BROOK HOLLOW PKWY				NORCROSS	GA	30071	
VICTORY PACKAGING	REX WESTERFIELD	9010 W LITTLE YORK				HOUSTON	TX	77040	
VICTORY PACKAGING	ROBERT EGAN	3555 TIMMONS LN STE 1440				HOUSTON	TX	77027	
VICTORY PACKAGING	TERRY SELLS	2111 HESTER AVE				DONNA	TX	78537	
VICTORY PACKAGING	WILLIAM BERRY	CARRETERA REYNOSA				REYNOSA			MEXICO
VICTORY PACKAGING EFT		PO BOX 844138				DALLAS	TX	75284-4138	
VICTORY PACKAGING DE MEXICO S		BRECHA 102 CARRETERA A MATAMOR				REYNOSA			MEXICO
VICTORY PACKAGING DE MEXICO S		CRISTOBAL COLON 11360				CHIHUAHUA			MEXICO
VICTORY PACKAGING DE MEXICO S		JAPETO NO 802				GUADALUPE			MEXICO
VICTORY PACKAGING DE MEXICO S		NEPTUNO 1917 INT 3 B Y 4 B				CD JUAREZ			MEXICO
VICTORY PACKAGING DE MEXICO S		PARQUE INDUSTRIAL EL SAUCITO				CHIHUAHUA	CHI	31125	MX
DE RL									

Exhibit B-2

IN THE UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

----- X
In re : Chapter 11
DELPHI CORPORATION, et al., : Case No. 05-44481 (RDD)
Debtors. : (Jointly Administered)
----- X

AFFIDAVIT OF SERVICE

I, Evan Gershbein, being duly sworn according to law, depose and say that I am employed by Kurtzman Carson Consultants LLC, the Court appointed claims and noticing agent for the Debtors in the above-captioned cases.

On or before October 9, 2009, I caused to be served the document listed below upon the parties listed on Exhibit A hereto via postage pre-paid U.S. mail:

Notice of (A) Order Approving Modifications to First Amended Joint Plan of Reorganization of Delphi Corporation and Certain Affiliates, Debtors and Debtors-in-Possession and (B) Occurrence of Effective Date (Docket No. 18958)

On or before October 13, 2009, I caused to be served the appropriate number of copies of the document listed below (i) upon the service list attached hereto as Exhibit B, for subsequent distribution to beneficial holders of Common Stock, CUSIP 172737 10 8; 6 ½% Notes due 2009, CUSIP 247126 AB 1; 7 1/8% Notes due 2029, CUSIP 247126 AC 9; 6.55% Notes due 2006, CUSIP 247126 AD 7; 6.50% Notes due 2013, CUSIP 247126 AE 5; 8 ¼% Adjustable Rate Subordinated Note due 2033, CUSIP 247126 AF 2; and 6.197% Junior Subordinated Note due 2033, CUSIP 247126 AG 0, via Overnight mail and hand delivery; (ii) upon the parties set forth on Exhibit C via postage pre-paid U.S. Mail; (iii) upon the registered holders of Common Stock listed on Exhibit D, provided by Computershare as transfer agent, via postage pre-paid U.S. Mail; and (iv) upon the service list attached hereto as Exhibit E via Electronic mail.

Notice of (A) Order Approving Modifications to First Amended Joint Plan of Reorganization of Delphi Corporation and Certain Affiliates, Debtors and Debtors-in-Possession and (B) Occurrence of Effective Date (Docket No. 18958)



054448109101500000000001

Dated: October 14, 2009

/s/ Evan Gershbein

Evan Gershbein

State of California
County of Los Angeles

Subscribed and sworn to (or affirmed) before me on this 14th day of October, 2009, by
Evan Gershbein, proved to me on the basis of satisfactory evidence to be the person who
appeared before me.

Signature: /s/ Shannon J. Spencer

Commission Expires: 6/20/10

EXHIBIT A

Delphi Corporation
2002 List

COMPANY	CONTACT	ADDRESS1	ADDRESS2	CITY	STATE	ZIP	COUNTRY	PHONE	FAX	EMAIL	PARTY / FUNCTION
Locke Lord Bissell & Liddell	Kevin J. Walsh	885 Third Avenue	26th Floor	New York	NY	10022-4802		212-812-8304	212-812-8364	kwalth@lockelord.com	Counsel to Sedgwick Claims Management Services, Inc. and Methode Electronics, Inc.
Locke Lord Bissell & Liddell	Timothy S. McFadden	111 South Wacker Drive		Chicago	IL	60606		312-443-0370	312-443-0336	tmcfadden@lockelord.com	Counsel to Methode Electronics, Inc.
Loeb & Loeb LLP	P. Gregory Schwed	345 Park Avenue		New York	NY	10154-0037		212-407-4000		gschwed@loeb.com	Counsel to Creditor The Interpublic Group of Companies, Inc. and Proposed Auditor Deloitte & Touche, LLP
Loeb & Loeb LLP	William M. Hawkins	345 Park Avenue		New York	NY	10154		212-407-4000	212-407-4990	whawkins@loeb.com	Counsel to Industrial Ceramics Corporation
Lowenstein Sandler PC	Bruce S. Nathan	1251 Avenue of the Americas		New York	NY	10020		212-262-6700	212-262-7402	bnathan@lowenstein.com	Counsel to Daewoo International (America) Corp.
Lowenstein Sandler PC	Ira M. Levee	1251 Avenue of the Americas	18th Floor	New York	NY	10020		212-262-6700	212-262-7402	ilevee@lowenstein.com	Counsel to Teachers Retirement System of Oklahoma; Public Employes's Retirement System of Mississippi; Raifeisen Kapitalanlage-Gesellschaft m.b.H and Stichting Pensioenforde ABP
Lowenstein Sandler PC	Kenneth A. Rosen	65 Livingston Avenue		Roseland	NJ	07068		973-597-2500	973-597-2400	krosen@lowenstein.com	Counsel to Cerberus Capital Management, L.P.
Lowenstein Sandler PC	Michael S. Etikin	1251 Avenue of the Americas	18th Floor	New York	NY	10020		212-262-6700	212-262-7402	metkin@lowenstein.com	Counsel to Teachers Retirement System of Oklahoma; Public Employes's Retirement System of Mississippi; Raifeisen Kapitalanlage-Gesellschaft m.b.H and Stichting Pensioenforde ABP
Lowenstein Sandler PC	Scott Cargill	65 Livingston Avenue		Roseland	NJ	07068		973-597-2500	973-597-2400	scargill@lowenstein.com	Counsel to Cerberus Capital Management, L.P.; AT&T Corporation
Lowenstein Sandler PC	Vincent A. D'Agostino	65 Livingston Avenue		Roseland	NJ	07068		973-597-2500	973-597-2400	vdagostino@lowenstein.com	Counsel to AT&T Corporation
Lyden, Liebenthal & Chappell, Ltd.	Erik G. Chappell	5565 Airport Highway	Suite 101	Toledo	OH	43615		419-867-8900	419-867-8909	egc@lydenlaw.com	Counsel to Metro Fibres, Inc.
Maddin, Hauser, Wartell, Roth & Heller PC	Alexander Stotland Esq	28400 Northwestern Hwy	Third Floor	Southfield	MI	48034		248-354-4030		axs@maddinhauser.com	Attorney for Danice Manufacturing Co.
Madison Capital Management	Joe Landen	6143 South Willow Drive	Suite 200	Greenwood Village	CO	80111		303-957-4254	303-957-2098	jlanden@madisoncap.com	Representative for Madison Capital Management
Margulies & Levinson, LLP	Leah M. Caplan, Esq.	30100 Chagrin Boulevard	Suite 250	Pepper Pike	OH	44124		216-514-4935	216-514-4936	lmc@ml-legal.com	Counsel to Venture Plastics
Mastromarco & Jahn, P.C.	Victor J. Mastromarco, Jr.	1024 North Michigan Avenue	P.O. Box 3197	Saginaw	MI	48605-3197		989-752-1414		vmastromar@aol.com	Counsel to H.E. Services Company and Robert Backie and Counsel to Cindy Palmer, Personal Representative to the Estate of Michael Palmer
Masuda Funai Eifert & Mitchell, Ltd.	Gary D. Santella	203 North LaSalle Street	Suite 2500	Chicago	IL	60601-1262		312-245-7500	312-245-7467	gsantella@masudafunai.com	Counsel to NDK America, Inc./NDK Crystal, Inc.; Foster Electric USA, Inc.; JST Corporation; Nichicon (America) Corporation; Taiho Corporation of America; American Aikoku Alpha, Inc.; Sagami America, Ltd.; SL America, Inc./SL Tennessee, LLC and Hosiden America Corporation
McCarter & English, LLP	David J. Adler, Jr. Esq.	245 Park Avenue, 27th Floor		New York	NY	10167		212-609-6800	212-609-6921	dadler@mccarter.com	Counsel to Ward Products, LLC

CreditorName	CreditorNoticeName	Address1	Address2	Address3	Address4	City	State	Zip	Country
BACCUS DAUNTE		1103 MEADOWSTREET DR				CLAYTON	OH	45315-7731	
BACCUS MONICA		50 MILTON ST				ROCHESTER	NY	14619-1304	
BACH & CO		50 SEAVIEW BLVD				PORT WASHINGTON	NY	11050	
BACH AND CO		PO BOX 7000				PORT WASHINGTON	NY	11050	
BACH DOUGLAS		9657 MEADOW WOODS LN				CENTERVILLE	OH	45458	
BACH JAMES		14825 SENATOR WAY				CARMEL	IN	46032	
BACH LINDA J		4676 W COUNTY RD 200 N				KOKOMO	IN	46901-8386	
BACH ROGER N		1476 HINEY RD				WILMINGTON	OH	45177-8943	
BACH SUE		4801 ROUND LAKE RD				LAINGSBURG	MI	48848	
BACH WILLIAM E		228 N AMERICAN BLVD				VANDALIA	OH	45377-2231	
BACH, JAMES CARTER		14825 SENATOR WAY				CARMEL	IN	46032	
BACHA RICHARD A		1292 DONAL DR				FLINT	MI	48532-2637	
BACHANI JOSEPH		1244 MEADOW LN				POLAND	OH	44514	
BACHARACH INC		5151 MITCHELLEDALE STE B4				HOUSTON	TX	77092	
BACHARACH INC		621 HUNT VALLEY CIRCLE				NEW KENSINGTON	PA	15068-7074	
BACHARACH INC		621 HUNT VALLEY CIR				NEW KENSINGTON	PA	15068-7074	
BACHARACH INC		621 HUNT VALLEY CIR				NEW KENSINGTON	PA	15068	
BACHARACH INC		BACHARACH INSTRUMENTS	621 HUNT VALLEY CIR			NEW KENSINGTON	PA	15068-7074	
BACHARACH INC		BACHARACH SERVICE CTR	625 ALPHA DR			PITTSBURGH	PA	15238-2878	
BACHARACH INC		PO BOX 106008				PITTSBURGH	PA	15230-6008	
BACHARACH INSTRUMENT COMPANY		625 ALPHA DR				PITTSBURGH	PA	15238	
BACHARACH SERVICE CENTER		621 HUNT VALLEY CIR				NEW KENSINGTON	PA	15068-7074	
BACHE, KATHLEEN		5100 CRANBERRY DR				MINERAL RIDGE	OH	44440	
BACHELDER PATRICK		1500 WAVERLY DR				TROY	MI	48098	
BACHELDER, PATRICK L		1500 WAVERLY DR				TROY	MI	48098	
BACHER MICHAEL		946 W ALKALINE SPRINGS RD				VANDALIA	OH	45377	
BACHI LIMITED PARTNERSHIP		1201 ARDMORE				ITASCA	IL	60143-1103	
BACHKES WITTLIEFF GERALDYNE		1622 BAYVIEW DR				MUSKEGON	MI	49441	
BACHMAN BRIAN		5266 SMITH STEWART RD				GIRARD	OH	44420	
BACHMAN LISA		980 BRISTOL CHAMPION	TOWNLINE RD			WARREN	OH	44481	
BACHMAN LYNDA		5266 SMITH STEWART RD SE				GIRARD	OH	44420	
BACHMAN PAUL		1151 CARVER RD				CLEVELAND HEIGHTS	OH	44112	
BACHMAN ROBERT		980 BRISTOL CHAMPION TOW	NLINE			WARREN	OH	44481	
BACHMAN TOOL & DIE		1111 4TH AVE NE				INDEPENDENCE	IA	50644	
BACHMAN TOOL & DIE		PO BOX 189				INDEPENDENCE	IA	50644	
BACHMAN TOOL & DIE CO		PO BOX 189				INDEPENDENCE	IA	50644	
BACHMAN TOOL AND DIE CO		PO BOX 189				INDEPENDENCE	IA	50644	
BACHMAN, BRIAN L		5266 SMITH STEWART RD				GIRARD	OH	44420	
BACHMAN, ROBERT S		980 BRISTOL CHAMPION TOW	NLINE			WARREN	OH	44481	
BACHMANN EDWARD		3119 GRETCHEN DR NE				WARREN	OH	44483	
BACHOCHIN JOHN		15731 S 4210 RD				CLAREMORE	OK	74017	
BACHOLZKY JEFF		7857 RAMBLEWOOD				YPSILANTI	MI	48197	
BACHULA RICKY		2865 WILLIAMSON RD				SAGINAW	MI	48601-5249	
BACHULA ROBERT J		5680 GRONDA				HARRISON	MI	48625-9389	
BACHUS BENJAMIN		189 1 PALMDALE DR				WILLIAMSVILLE	NY	14221	
BACIGAL ROBERT		15743 HIX				LIVONIA	MI	48154	
BACK COUNTRY ACCESS	ERIC MOORE	2820 WILDERNESS PL UNIT H				BOULDER	CO	80301	
BACK DENNIS		842 CONTINENTAL CT APT 1				VANDALIA	OH	45377-1241	
BACK JAMES		1816 ATKINSON				XENIA	OH	45385	
BACK JR LARRY		10 S RIVER ST				FRANKLIN	OH	45005	
BACK PATRICK		487 CHAPARRAL DR				RUSSIAVILLE	IN	46979	
BACK R G		85 EASEDALE DR				SOUTHPORT		PR8 3TT	UNITED KINGDOM
BACKCOUNTRY ACCESS INC	ERIC MOORE	2820 WILDERNESS PL UNIT H				BOULDER	CO	80301	
BACKE ERIN		8633 SHEFFIELD				DYER	IN	46311	
BACKES KENNETH		1960 SHERIDAN DR APT 10				KENMORE	NY	14223	
BACKES RUSSELL		1645 MONROE AVE				SO MILWAUKEE	WI	53172-1726	
BACKES, KENNETH		285 CRESTMOUNT AVE 248				TONAWANDA	NY	14150	
BACKFLOW CONTROL		262 BOATNER RD				POTTS CAMP	MS	38659	
BACKFLOW PREVENTION SERVICES		THE L P B CO INC	379 SHOTWELL COURT			WHITE LAKE	MI	48386	
BACKFLOW TECH	DONNA MARYE	608 GARRISON ST	UNIT L			LAKEWOOD	CO	80215	
BACKFLOW TECH	TAMRA KREBS	468 SOUTH DUDLEY ST				LAKEWOOD	CO	80226	
BACKHAUS HERBERT		4614 DENTON RD				CANTON	MI	48188	
BACKIE ROBERT		VICTOR J MASTROMARCO JR	1024 N MICHIGAN AVE			SAGINAW	MI	48605-3197	
BACKIS INTERNATIONAL	C/O MASTROMARCO & JAHN PC	751 LAUREL ST 330				SAN CARLOS	CA	94070	
BACKMAN MIKE		DBA BETTER CONCRETE CONSTRUCTI	9800 SUNFLOWER RD			DESOTO	KS	66018	
BACKO SAMUEL		3333 LAMOR RD				HERMITAGE	PA	16148	
BACKOWSKI SUZANNE		4996 DRMERE RD				HILLIARD	OH	43026-1515	
BACKOWSKI, SUZANNE		4996 DRIVEMERE RD				HILLIARD	OH	43026	
BACKS GARY		21312 N OAKVIEW DR				NOBLESVILLE	IN	46060	
BACKS, GARY L		21312 N OAKVIEW DR				NOBLESVILLE	IN	46060	
BACKSTAGE CREATIONS INC		1522 CLOVERFIELD BLVD STE F	AD CHG PER GOI 7 29 04 AM			SANTA MONICA	CA	90404	
BACKSTAGE CREATIONS INC		1522 CLOVERFIELD BLVD STE F				SANTA MONICA	CA	90404	
BACKUS MEYER SOLOMON ROOD &		BRANCH ATTORNEYS AT LAW	116 LOWELL ST	CHG PER DC 2 02 CP		MANCHESTER	NH	031050516	
ATTORNEYS AT LAW		PO BOX 516				MANCHESTER	NH	03105-0516	
BACKUS TIMOTHY		5377 N WALDO RD				MIDLAND	MI	48642	
BACKUS, NIKKI		363 E 6TH ST				PERU	IN	46970	
BACON CHRIS		10326 SEYMOUR RD				MONTROSE	MI	48457	
BACON FRANK MACHINERY SALES C		4433 E 8 MILE RD				WARREN	MI	48091	
BACON HAROLYN		15036 E 35TH PL				TULSA	OK	74134	
BACON IND INC OF CALIFORNIA		16731 HALE AVE				IRVINE	CA	92714	
BACON IND INC OF CALIFORNIA		194 PLEASANT ST				WATERTOWN	MA	02472-2399	
BACON KATHI		3685 BOSTON AVE SE				WARREN	OH	44484	
BACON KRISTY		PO BOX 235				GRABILL	IN	46741	

CreditorName	CreditorNoticeName	Address1	Address2	Address3	Address4	City	State	Zip	Country
CADILLAC PRODUCTS INC		5800 CROOKS RD				TROY	MI	48098	
CADILLAC PRODUCTS INC		7000 E 15 MILE RD				STERLING HEIGHTS	MI	48312	
CADILLAC PRODUCTS INC		PRO PLASTICS	1217 COMBERMERE			TROY	MI	48083	
CADILLAC PRODUCTS INC		TROY TRIM DIV	1250 ALLEN DR			TROY	MI	48083	
CADILLAC PRODUCTS INC EFT		5800 CROOKS RD				TROY	MI	48098	
CADILLAC RUBBER		OTE 12 NO 1151 COL CENTRO	ORIZABA VERACRUZ						MEXICO
CADILLAC RUBBER & PLASTIC EFT		DE MEXICO	OTE 12 NO 1151 COL CENTRO	ORIZABA VERACRUZ					MEXICO
CADILLAC RUBBER & PLASTICS DE		AVON AUTOMOTIVE	ORIENTE 12 NO 1151 COL CENTRO			ORIZABA		94300	MEXICO
CADILLAC RUBBER & PLASTICS DE		ORIENTE 12 NO 1151 COL CENTRO				ORIZABA		94300	MEXICO
CADILLAC RUBBER & PLASTICS DE		COL CENTRO				ORIZABA	VER	94300	MX
CADILLAC RUBBER & PLASTICS INC		39205 COUNTRY CLUB DR STE C16				FARMINGTON HILLS	MI	48331	MX
CADILLAC RUBBER & PLASTICS INC		COL CENTRO				ORIZABA	VER	94300	MX
CADILLAC RUBBER & PLASTICS INC		1401 PULLMAN BLDG 3				EL PASO	TX	79936	
CADILLAC RUBBER & PLASTICS INC		1401 PULLMAN DR BLDG 3				EL PASO	TX	79936	
CADILLAC RUBBER & PLASTICS INC		39205 COUNTRY CLUB DR STE C16				FARMINGTON HILLS	MI	48331	
CADILLAC RUBBER & PLASTICS INC		AVON AUTOMOTIVE	805 W 13TH ST			CADILLAC	MI	49601-9282	
CADILLAC RUBBER & PLASTICS INC		NO PHYSICAL ADDRESS				DETROIT	MI	48267	
CADILLAC TRAVEL GROUP		3000 TOWN CTR STE 22				SOUTHFIELD	MI	48075	
CADIMENSIONS INC		6310 FLY RD				EAST SYRACUSE	NY	13057	
CADIMENSIONS INC		ADDR CHG 8 4 99	6310 FLY RD			EAST SYRACUSE	NY	13057	
CADIMEX SA DE CV		AV HENEQUEN 1269 FRACC SALVARCAR				CD JUAREZ		32690	MEX
CADIMEX SA DE CV		AV HENEQUEN 1269 FRACC SALVARCAR				CD JUAREZ		32690	MEXICO
CADLEROCK JOINT VENTURE II LP		100 NORTH CTR ST				NEWTON FALLS	OH	44444	
CADMAN JUANITA		7465 WOODS EDGE DR NE				BELMONT	MI	49306-9433	
CADON PLATING & COATINGS LLC		3715 11TH ST				WYANDOTTE	MI	48192-643	
CADON PLATING CO		3715 11TH ST				WYANDOTTE	MI	48192	
CADON PLATING CO		3715 11TH ST				WYANDOTTE	MI	48192-643	
CADPO INC	DAVID FEDLER	1490 W 121ST AVE	STE 201			WESTMINSTER	CO	80234	
CADSTAR INTERNATIONAL LTD		PO BOX 11515				BOSTON	MA	02211	
CADSTAR INTERNATIONAL LTD EFT		PO BOX 11515				BOSTON	MA	02211	
CADTRAIN INC		5251 CALIFORNIA AVE STE 220				IRVINE	CA	92612	
CADVENTURE INC		3860 BEN HUR AVE NO 1				WILLOUGHBY	OH	44094-6370	
CADWALADER WICKERSHAM & TAFT		LLP	1201 F ST NW	ADD CHG 10 05 04 CP		WASHINGTON	DC	20004	
CADWALADER WICKERSHAM & TAFT LLP		GENERAL POST OFFICE	PO BOX 5929			NEW YORK	NY	10087-5929	
CADWALADER WICKERSHAM & TAFT LLP		ONE WORLD FINANCIAL CENTER				NEW YORK	NY	10281	
CADWALADER WICKERSHAM & TAFT LLP	CADWALADER WICKERSHAM & TAFT LLP	ONE WORLD FINANCIAL CENTER				NEW YORK	NY	10281	
CADWALADER WICKERSHAM & TAFT LLP	JAMES K ROBINSON ESQ	1201 F STREET NW				WASHINGTON	DC	20004	
CADWALLADER CYNTHIA		1100 BOARDMAN CANFIELD RD APT 95				YOUNGSTOWN	OH	44512-8051	
CADWALLADER DAVID A		6115 COREY HUNT RD				BRISTOLVILLE	OH	44402-9645	
CADWALLADER JOSEPH		1100 BOARDMAN CANFIELD RD APT 95				YOUNGSTOWN	OH	44512-8051	
CADY KIM E		5057 TERRITORIAL WEST				GR BLANC	MI	48439-2046	
CADY LIFTERS INC		1 FREEMONT ST				TONAWANDA	NY	14150	
CADY MASTROMARCO & JAHN PC		1024 N MICHIGAN AVE				SAGINAW	MI	48602-4325	
CADY MASTROMARCO AND JAHN PC		1024 N MICHIGAN AVE				SAGINAW	MI	48602-4325	
CADY ROBERT		4813 CLAREMONT ST 1				MIDLAND	MI	48642-3072	
CAE RANSOHOFF		4933 PROVIDENT DR				CINCINNATI	OH	45246	
CAE RANSOHOFF INC	AMY OR DANA	4933 PROVIDENT DR				CINCINNATI	OH	45246	
CAE RANSOHOFF INC EFT		FRMLY RANSOHOFF INC	4933 PROVIDENT DR			CINCINNATI	OH	45246	
CAE SERVICES CORP		208 BELLEVUE LN				BATAVIA	IL	60510	
CAE SERVICES CORP		PLASTICS TECHNOLOGY CTR	280 BELLEVUE LN			BATAVIA	IL	60510	
CAE US HOLDINGS INC		36199 MOUND RD				STERLING HEIGHTS	MI	48310-4736	
CAER OF METRO HUNTSVILLE		PO BOX 868				HUNTSVILLE	AL	35804	
CAESAR CHARLES S		726 LA SALLE DR				DAYTON	OH	45408-1523	
CAESAR SANDRA M		615 ERNROE DR				DAYTON	OH	45408-1505	
CAFFEE CARRIE M		PO BOX 145				NIAGARA FALLS	NY	14305-0145	
CAFFEE DIANNA		661 BRUMBAUGH				NEW CARLISLE	OH	45344	
CAFFERTY DANIEL		930 BRIDGE PK				TROY	MI	48098	
CAFFERTY FRANCIS E		4557 PKSIDE BLVD				ALLEN PK	MI	48101-3203	
CAFFEY SHERMAN		4203 WINDHAM PL S				SANDUSKY	OH	44870	
CAFFIE EDWIN		259 MUMFORD DR				YOUNGSTOWN	OH	44505	
CAFFIE JUNE C		1622 DODGE DR NW				WARREN	OH	44485-1821	
CAFFREY M		35 ELM RD	KIRKBY			LIVERPOOL		L32 0RY	UNITED KINGDOM
CAFRITZ COMPANY		1825 K ST NW				WASHINGTON	DC	20006	
CAGAS JEAN		330 W 1ST ST APT 403				DAYTON	OH	45402-3044	
CAGAS, JEAN Q		330 W 1ST ST APT 403				DAYTON	OH	45402	
CAGD FOUNDATION		PO BOX 1343				TROY	MI	48099	
CAGE BRUCE		5839 NORTH 100 EAST				ALEXANDRIA	IN	46001	
CAGE C		9 HUNTLEY CT				SAGINAW	MI	48601	
CAGE CARLENE D		1354 CTR ST W				WARREN	OH	44481-9456	
CAGE CONNIE		1258 W 500 N				SHARPSVILLE	IN	46068	
CAGE JR G B		41697 JUNIPER CIR				NOVI	MI	48377-1571	
CAGE MISTY		1500 KINGSTON RD				KOKOMO	IN	46901	
CAGE TAROL		123 A HWY 80 E NO 150				CLINTON	MS	39056-4738	
CAGE TERRY L		2329 N DELPHOS ST				KOKOMO	IN	46901-1627	
CAGE, JO		1117 N KORBYS ST				KOKOMO	IN	46901	
CAGLE CARRON		80 PINE ST				DECATUR	AL	35603	
CAGLE JAMES A		7261 S4180 RD				CLAREMORE	OK	74017	
CAGLE JR LEMUEL		80 PINE ST				DECATUR	AL	35603	
CAGLE KENNETH		3901 10TH AVE SW				HUNTSVILLE	AL	35805-3903	
CAGLE ROBERT W		1718 WOODS DR				BEAVERCREEK	OH	45432-2237	
CAGLE SABRINA		919 E ALTO RD				KOKOMO	IN	46902	
CAGLE, SABRINA Y		919 E ALTO RD				KOKOMO	IN	46902	
CAHELA WAYNE		330 RED APPLE RD				BOAZ	AL	35956	

CreditorName	CreditorNoticeName	Address1	Address2	Address3	Address4	City	State	Zip	Country
CINCINNATI INCOME TAX DIVISION		805 CENTRAL AVE	STE 600			CINCINNATI	OH	45202-5756	
CINCINNATI INDUSTRIAL MACH		FMly EAGLE PITCHER INDUSTRIES	3280 HAGEMAN ST			CINCINNATI	OH	45241	
CINCINNATI INDUSTRIAL MACH EFT ARMOR METAL GROUP		3280 HAGEMAN ST				CINCINNATI	OH	45241	
CINCINNATI INTERFACE INC		2144 SCHAPPELLE LN				CINCINNATI	OH	45240	
CINCINNATI LAMB	SHERRY DAVIS	SERVICE PARTS DIVISION	2200 LITTON LN			HEBRON	KY	41048	
CINCINNATI LAMB PLUS	SHERRY DAVIS	A MAG IAS COMPANY	2200 LITTON LN			HEBRON	KY	41048	
CINCINNATI MACHINE LLC	ATTN TIM LEHAN	2200 LITTON LN				HEBRON	KY	41048-8435	
CINCINNATI MACHINES INC		2629 SPRING GROVE AVE				CINCINNATI	OH	45214	
CINCINNATI MILACRON COMMERCIAL		4701 MARBURG AVE				CINCINNATI	OH	45209	
CINCINNATI MILACRON HEALD CORP		10 20 NEW BOND ST				WORCESTER	MA	01606	
CINCINNATI MILACRON INC		CINCINNATI MILACRON CO	10420 1 PIONEER BLVD			SANTA FE SPRINGS	CA	90670	
CINCINNATI MILACRON INC		MILACRON DR				FOUNTAIN INN	SC	29644	
CINCINNATI MILACRON INC		PO BOX 371268M				PITTSBURGH	PA	15251	
CINCINNATI MILACRON INC		SERVICE PARTS DIV	4701 MARBURG AVE			CINCINNATI	OH	45209	
CINCINNATI MILACRON MFG INC	DONNA DANBURY FX 513 536 2641	PO BOX 740440				ATLANTA	GA	30374-0440	
CINCINNATI MILACRON MKTG EFT		4165 HALF ACRE RD				BATAVIA	OH	45103	
CINCINNATI MILACRON MKTG EFT		PO BOX 77199				DETROIT	MI	48277-0199	
CINCINNATI PRECISION		INSTRUMENTS INC	253 CIRCLE FREEWAY DR			CINCINNATI	OH	45246	
CINCINNATI PRECISION INC	DON THOKEY	253 CIRCLE FREEWAY DR				CINCINNATI	OH	45246	
CINCINNATI PRECISION INST	ROBERT SCHWAB	253 CIRCLE FREEWAY				CINCINNATI	OH	45246	
CINCINNATI PRECISION INSTRUMEN		C P I	253 CIRCLE FWY DR			CINCINNATI	OH	45246-1205	
CINCINNATI PRECISION INSTRUMENTS		253 CIR FWY DR				CINCINNATI	OH	45246	
CINCINNATI PROTECTIVE		PACKAGING SYSTEMS	235 ELM ST			LUOWLOW	KY	41016	
CINCINNATI RPT	TOM STEFANI	1636 JOHN PAPALAS DR				LINCOLN PK	MI	48146	
CINCINNATI RPT INC		1636 JOHN A PAPALAS DR				LINCOLN PARK	MI	48146-1462	
CINCINNATI RPT INC		CINCINNATI RPT SALES	1636 JOHN PAPALAS DR			LINCOLN PK	MI	48146	
CINCINNATI RPT SALES	KARAAN	1636 JOHN PAPALAS DR				LINCOLN PK	MI	48146	
CINCINNATI RPT SALES & SERVICE		FRMLY RPT SALES & SERVICE	1636 JOHN PAPALAS DR			LINCOLN PK	MI	48146	
CINCINNATI RPT SALES AND SERVICE		1636 JOHN PAPALAS DR				LINCOLN PK	MI	48146	
CINCINNATI SERVICE & REBUILDER		10843 MILLINGTON CT				CINCINNATI	OH	45242	
CINCINNATI SERVICE AND		REBUILDERS INC	627 COLFAX AVE			BELLEVEUE	KY	41073	
CINCINNATI STATE TECHNICAL AND		COMMUNITY COLLEGE	3520 CENTRAL PKWY			CINCINNATI	OH	45223-2690	
CINCINNATI SUB ZERO PRODUCTS		INC	12011 MOSTELLER RD			CINCINNATI	OH	45241-1528	
CINCINNATI SUB ZERO PRODUCTS I		12011 MOSTELLER RD				CINCINNATI	OH	45241-152	
CINCINNATI SUB ZERO PRODUCTS INC		PO BOX 641258				CINCINNATI	OH	45241-1528	
CINCINNATI SUB ZERO PRODUCTS INC		PO BOX 641258				CINCINNATI	OH	45241-1528	
CINCINNATI SUB ZERO PRODUCTS INC	CINCINNATI SUB ZERO PRODUCTS INC	PO BOX 641258				CINCINNATI	OH	45241-1528	
CINCINNATI TEST		SYSTEMS INC	5555 DRY FORK RD			CINCINNATI	OH	45264-1258	
CINCINNATI TEST SYSTEMS	LAURA WOJCIK	5555 DRY FORK RD				CLEVELAND	OH	45002	
CINCINNATI TEST SYSTEMS I	JEFF MCBEE	5555 DRY FORK RD				CLEVELAND	OH	45002	
CINCINNATI TEST SYSTEMS INC		5555 DRY FORK RD				CLEVELAND	OH	45002-9733	
CINCINNATI TOOL STEEL CO		36110 EAGLE WAY				CLEVELAND	OH	45002-973	
CINCINNATI TOOL STEEL CO		5190 28TH AVE				CHICAGO	IL	60678-1361	
CINCINNATI TOOL STEEL CO	JOY HEASLIP ACCTG MGR	5190 28TH AVE				ROCKFORD	IL	61109-1721	
CINCINNATI TOOL STEEL CO EFT		5190 28TH AVE				ROCKFORD	IL	61109	
CINCINNATI VALVE	BETH OR PAT	AND FITTING CO	PO BOX 5664			ROCKFORD	IL	61125	
CINCINNATI VALVE & FITTING CO		11633 DEERFIELD RD	11633 DEERFIELD RD			CINCINNATI	OH	45242	
CINCINNATI VALVE & FITTING COMPANY DBA RADENMACHER INC	CINCINNATI VALVE & FITTING COMPANY	11633 DEERFIELD RD				CINCINNATI	OH	45242	
CINCINNATI VALVE & FITTING EFT		CO	11633 DEERFIELD RD			CINCINNATI	OH	45242	
CINCINNATI VALVE AND FITTING	SALES	11633 DEERFIELD RD				CINCINNATI	OH	45242	
CINCINNATI VALVE AND FITTING EFT CO		11633 DEERFIELD RD				CINCINNATI	OH	45242	
CINCOM SYSTEMS INC		55 MERCHANT ST				CINCINNATI	OH	45246-3771	
CINCOTTA TOMAS		601 DORCHESTER RD				FALLS CHURCH	VA	22046	
CINDAC EMPRENDIMENTOS E PARTICIPAC		AV FARRAPOS 1 811 FLORESTA				PORTO ALEGRE	RS	90220-0005	BR
CINDRIC JAMES		2974 NIAGARA FALLS BLVD				N TONAWANDA	NY	14120-1140	
CINDRICH RODNEY		6921 WITMER RD APT 3				N TONAWANDA	NY	14120	
CINDY ENSMINGER		130 ELMVIEW DR				TONAWANDA	NY	14150	
CINDY JO BAKLEY		PO BOX 162				HUNTLEY	IL	60142	
CINDY LEE SCHLICHER NKA CINDY LEE BERTHOLD		HYSLOP & HYSLOP CO LPA	3955 BROWN PK DR			HILLIARD	OH	46026	
CINDY LYNN DUNSON		ACCT OF EDDY DUNSON	CASE 5256 91			CLEBURNE	TX	45962-6988	
CINDY LYNN DUNSON ACCT OF EDDY DUNSON		CASE 5256 91	JOHNSON COUNTY COURTHOUSE			CLEBURNE	TX	76031	
CINDY MANNON		229 N PINE ST STE 2				LANSING	MI	48933	
CINDY PALMER AS PR OF THE ESTATE OF MICHAEL PALMER DECEASED	MASTROMARCO & JAHN PC	1024 N MICHIGAN AVE				SAGINAW	MI	48605	
CINDY WILDERSPIN		ACCOUNT OF LONNY R WILDERSPIN	CAUSE 5301 90			CLEBURNE	TX	45068-2482	
CINDY WILDERSPIN ACCOUNT OF LONNY R WILDERSPIN		CAUSE 5301 90	C O JOHNSON CTY COURTHOUSE			CLEBURNE	TX	76031	
CINDY WILLIAMS		6290 ORIOLE DR				FLINT	MI	48506	
CINDY WILLIAMS		PO BOX 90				COLUMBIA	TN	38402	
CINE SERVICES INC		221 WEST GERMANTOWN PIKE				PLYMOUTH MEETING	PA	19462	
CINELLI ANITA		5766 SUSANNE DR				LOCKPORT	NY	14094	
CINERGY CORP		139 E 4TH ST 2604				CINCINNATI	OH	45202	
CINERGY CORP		139 EAST FOURTH ST	1146 MAIN			CINCINNATI	OH	45202	
CINERGY CORP		ATTN DEBBIE PLUMMER	139 E 4TH ST RM 2604AT			CINCINNATI	OH	45202	
CINERGY CORP	DEBBIE PLUMMER	139 E 4TH ST RM 2604AT				CINCINNATI	OH	45202	
CINERGY CORP	DEBBIE PLUMMER	139 E FORTH ST	ROOM 2604AT			CINCINNATI	OH	45202	
CINERGY CORP INC		STE 1030	1301 PENNSYLVANIA AVE NW			WASHINGTON	DC	20004	
CINERGY CORPORATION INC	BLANKENSHIP JULIA	1301 PENNSYLVANIA NW STE 1030				WASHINGTON	DC	20004	

CreditorName	CreditorNoticeName	Address1	Address2	Address3	Address4	City	State	Zip	Country
ESSEX GROUP INC		1601 WALL ST				FORT WAYNE	IN	46802-4352	
ESSEX GROUP INC		7001 S 33RD ST BLDG V				MCALLEN	TX	78503	
ESSEX GROUP INC		800 W MITCHELL				KENDALLVILLE	IN	46755	
ESSEX GROUP INC		933 A LAKESIDE DR				MOBILE	AL	36693	
ESSEX GROUP INC		ESSEX BROWNELL	4400 S MENDENHALL RD STE 10			MEMPHIS	TN	38141-6717	
ESSEX GROUP INC		ESSEX BROWNELL	84 EXECUTIVE AVE			EDISON	NJ	08817	
ESSEX GROUP INC		ESSEX BROWNELL	4400 S MENDENHALL RD STE 10			MEMPHIS	TN	38141-6717	
ESSEX GROUP INC		ESSEX BROWNELL	PO BOX 13228			NEWARK	NJ	071013228	
ESSEX GROUP INC		MAGNET WIRE & INSULATION DIV	PO BOX 71010			CHICAGO	IL	60694	
ESSEX GROUP INC		MAGNET WIRE DIV	1299 E ESSEX RD			VINCENNES	IN	47591	
ESSEX GROUP INC		MAGNET WIRE DIV	1610 WALL ST			FORT WAYNE	IN	46802-435	
ESSEX GROUP INC		OEM PRODUCTS	1610 WALL ST			FORT WAYNE	IN	46802	
ESSEX GROUP INC		PO BOX 1510				FORT WAYNE	IN	46801-1510	
ESSEX GROUP INC		PO BOX 90419				CHICAGO	IL	60690-0419	
ESSEX GROUP INC		SUPERIOR ESSEX INDUSTRIAL GROU	1601 WALL ST			FORT WAYNE	IN	46802	
ESSEX GROUP INC	MICHAEL FRAZIER	1601 WALL ST	PO BOX 1601			FORT WAYNE	IN	46801-1601	
ESSEX GROUP INC	RICHARD FRADETTTE	1601 WALL ST				FORT WAYNE	IN	46801	
ESSEX GROUP INC	RICHARD FRADETTTE	1601 WALL ST				FORT WAYNE	IN	46801-1601	
ESSEX GROUP INC EFT		PO BOX 13281				NEWARK	NJ	07101-3281	
ESSEX GROUP INC EFT		1601 WALL ST				FORT WAYNE	IN	46801	
ESSEX GROUP INC EFT		PO BOX 90419				CHICAGO	IL	60690-0419	
ESSEX GROUP INC A MICHIGAN CO		SUPERIOR ESSEX	1601 WALL ST			FORT WAYNE	IN	46802	
ESSEX GROUP INC, A MICHIGAN CORP		1601 WALL ST				FORT WAYNE	IN	46802-4352	
ESSEX GROUP INCO INC		ESSEX BROWNELL ELECTRO	2330 BRICKVALE DR			ELK GROVE VILLAGE	IL	60007	
ESSEX JOSEPH		22247 ATLANTIC POINTE				FARMINGTON HLS	MI	48336	
ESSEX PATRICK		ROUTE L BOX 101				SPROTT	AL	36779	
ESSEX SPECIALTY PRODUCTS INC		1250 HARMON RD				AUBURN HILLS	MI	48326	
ESSEX SPECIALTY PRODUCTS INC		1 CROSSMAN RD S				SAYREVILLE	NJ	08872	
ESSEX SPECIALTY PRODUCTS INC		2030 DOW CENTER				MIDLAND	MI	48674	
ESSEX SPECIALTY PRODUCTS INC		ESSEX SPECIALTY CORP	1250 HARMON RD			AUBURN HILLS	MI	48326	
ESSEX THOMAS		4277 W ARBOR TER				WEST CHESTER	OH	45069-8548	
ESSEX, THOMAS		4277 WEST ARBOR TERRACE				WEST CHESTER	OH	45069	
ESSEXVILLE CITY OF BAY						ESSEXVILLE	MI		
ESSEXVILLE HAMPTON COMMUNITY		EDUCATION	213 PINE ST			ESSEXVILLE	MI	48732	
ESSICK AIR PRODUCTS		5800 MURRAY ST				LITTLE ROCK	AR	72209	
ESSICK CAMILLE		1301E MAIN ST PO C184				MURFREESBORO	TN	37132	
ESSROC		3251 BATH PIKE				NAZARETH	PA	18064	
ESSY JR GEORGE		6079 N VASSAR RD				FLINT	MI	48506	
EST TESTING SOLUTIONS	STEPHEN B GROW	WARNER NORCROSS & JUDD LLP	111 LYON ST NW STE 900			GRAND RAPIDS	MI	49503	
EST TESTING SOLUTIONS ENVIRONMENTAL SCREENING TECH	STEPHEN B GROW	WARNER NORCROSS & JUDD LLP	111 LYON ST NW STE 900			GRAND RAPIDS	MI	49503	
ESTABROOK CORP		700 W BAGLEY RD				BEREA	OH	44017	
ESTABROOK CORP	GARY FLANAGAN	700 WEST BAGLEY RD	PO BOX 804			BEREA	OH	44017	
ESTABROOK CORPORATION		GOULD PUMPS INC	6600 FRONT ST			BEREA	OH	44017	
ESTABROOK CORPORATION		PO BOX 804				BEREA	OH	44017	
ESTALILLA LOURDES		18806 ALBURTIS AVE				ARTESIA	CA	90701	
ESTAMPACIONES DURANGO SA		B LA PILASTRA				YURRETA VIZCAYA	ES	48215	ES
ESTAMPACIONES DURANGO SA		PGO IND ARRIANDI UIAI 4 NO 2				IURRETA VIZCAYA		48215	ESP
ESTAMPACIONES DURANGO SA		PGO IND ARRIANDI UIAI 4 NO 2				IURRETA VIZCAYA		48215	SPAIN
ESTAMPACIONES DURANGO SA		PGO IND ARRIANDI UIAI 4 NO 2	O INDUSTRIAL ARRIANDI UIAI 4			IURRETA VIZCAYA		48215	SPAIN
ESTAMPACIONES DURANGO SA		POLIGONO INDUSTRIAL ARRIANDI	SN 48215 JURRETA VIZCAYA						SPAIN
ESTAMPACIONES FERVI SAL		B LA PILASTRA				YURRETA VIZCAYA		48215	SPAIN
ESTAMPACIONES MAYO SA		CO LABIANO S N				MUTILVA ALTA NAVARR		31192	SPAIN
ESTAMPACIONES MAYO SA EFT		CAMINO DE LABIANO 13	31192 MUTILVA ALTA NAVARRA						SPAIN
ESTAPACK SA DE CV		COL SAN JUAN DE OCOTAN				ZAPOCAN	JAL	45019	MX
ESTATE OF ALBERT FORD		CO KAREN J FISHER EXECUTOR	5061 FOSDICK RD			WALWORTH	NY	14568	
ESTATE OF ALBERT FORD	ESTATE OF ALBERT FORD	CO KAREN J FISHER EXECUTOR	5061 FOSDICK RD			WALWORTH	NY	14568	
ESTATE OF CARL T EVANS		EVANS MARY	1984 BONNIE BRAE NE			WARREN	OH	44483	
ESTATE OF CHARLES KELLEY ET AL	HANK ANDERSON ESQ	ANDERSON LAW FIRM	4600 BELAIR			WICHITA FALLS	TX	76310	
ESTATE OF CLARENCE HUSTON		10591 ENGLE RD				BUTLER TOWNSHIP	OH		
ESTATE OF CLARENCE HUSTON	C/O CHAPIN LAW OFFICES	DONALD H CHAPIN	5960 WILCOX PL	STE B		DUBLIN	OH	43016	
ESTATE OF CLARENCE HUSTON	C/O COOPER & ELLIOTT LLC	REX ELLIOTT	2175 RIVERSIDE DR			COLUMBUS	OH	43221	
ESTATE OF DOROTHY W HALL	DOROTHY W HALL	16 BELLAMY ST				BRIGHTON	MA	02135-1543	
ESTATE OF ELEANOR D HILLMAN	DOUGLAS C SPLETTER	GAW VAN MALE SMITH MYERS & MIROGLIO PLC	1261 TRAVIS BLVD STE 350			FAIRFIELD	CA	94533-4825	
ESTATE OF EVELYN H FREEMAN	JAMES E SANDERS	185 HIGH ST NE				WARREN	OH	44481	
ESTATE OF JOSE MATA CHIQUITO		APARTO RUIZ C 39	COL VICERATI H MATAMOROS			TARNAULIPAS		99999	MEXICO
ESTATE OF JOSE MATA CHIQUITO	CARLOS HERNANDEZ	C/O LAW OFFICE OF CARLOS HERNANDEZ	101 NORTH 10TH ST			EDINBURG	TX	78539	
ESTATE OF LANNON	C/O GARY LINKOUS	101 EVERGREEN PARK PLAZA	PO BOX 636			WELCHES	OR	97067	
ESTATE OF LANNON	GARY LINKOUS	101 EVERGREEN PK PLAZA	POST OFFICE BOX 636			WELCHES	OR	97067	
ESTATE OF MICHAEL PALMER FOR		2119 S VAN BUREN				REESE	MI	48757	
ESTATE OF MICHAEL PALMER FOR	VICTOR J MASTROMARCO JR	1024 N MICHIGAN AVE				SAGINAW	MI	48605	
ESTATE OF MICHELLE M FRANKLIN		HARRY G BEYOGLIDES JR ADMINIST	345 W 2ND ST STE 400			DAYTON	OH	45402	
ESTATE OF ROBERT M FLUHART		1916 DELWOOD AVE SW				WYOMING	MI	49509	
ESTATE OF ROBERT M FLUHART	C/O BOS & GLAZIER	CAROLE D BOS BRADLEY K GLAZIER	990 MONROE AVE NW			GRAND RAPIDS	MI	49503-1423	
ESTATE OF STELLA DEMENIUK		MACOMB COUNTY				CLINTON TOWNSHIP	MI	48035	
ESTATE OF STELLA DEMENIUK	ROBERT F GARVEY	C/O THOMAS GARVEY GARVEY	AND SCIOTTI	24825 LITTLE MACK		ST CLAIR SHORES	MI	48080	
ESTATE OF THOMAS FITZGERALD		1661 11TH AVE				BROOKLYN	NY	11215-6049	
ESTATE OF THOMAS FITZGERALD		1661 11TH AVE				BROOKLYN	NY	13126-4465	
ESTATE OF VIRGINIA TOMLINSON		11811 HIGH NOON CT				CYPRESS	TX	77433-2805	
ESTATE OF WESLEY PRITCHARD		904 SMOKERISE CIRCLE				DENTON	TX	76205	
ESTATE OF WESLEY PRITCHARD	E TODD TRACY	C/O TRACY & CARBOY	5473 BLAIR RD STE 200			DALLAS	TX	75231	
ESTCO ENTERPRISES INC		1549 SIMPSON WAY				ESCONDIDO	CA	92029-1203	
ESTCO ENTERPRISES, INC	JOANN STEPHENSON	1549 SIMPSON WAY				ESCONDIDO	CA	92029	
ESTEBAN ENRIQUE GONZALEZ		RUBIO	SOR JUANA INES DE LA CRUZ	3107 CHIHUAHUA CHIH 31320					MEXICO

CreditorName	CreditorNoticeName	Address1	Address2	Address3	Address4	City	State	Zip	Country
H AND H TRANSPORTATION INC		726 W MORSE AVE				SCHAUMBURG	IL	60193	
H AND H TUBE AND MFG CO		2525 COLLECTION CTR DR				CHICAGO	IL	60693	
H AND J INDUSTRIAL INC		PO BOX 22345				INDIANAPOLIS	IN	46222	
H AND K EQUIPMENT CO INC		4200 CASTEEL DR				CORAOPOLIS	PA	15108	
H AND M MASONRY LLC		857 PERKINS JONES RD				WARREN	OH	44483	
H AND O DIE SUPPLY INC		2821 RUDER ST				DALLAS	TX	75212	
H AND P TECHNOLOGIES INC		21251 RYAN RD				WARREN	MI	48091	
H AND P TECHNOLOGIES INC	CAROL	THE ALLAR COMPANY DIV.	21251 RYAN RD			WARREN	MI	48091	
H AND S MACHINE TOOL SERVICE INC		PO BOX 750				CLARK	NJ	07066	
H AND S MACHINERY CORP		1941 INDUSTRIAL BLVD				HARVEY	LA	70058	
H AND S MOLD INC		1640 O ROURKE BLVD				GAYLORD	MI	49735	
H AND S SALES COMPANY INC		471 CONNECTICUT ST				BUFFALO	NY	14213	
H AND T INDUSTRIES INC		DBA GRAPHIC MEDIA CO	10914 S LA CIENEGA BLVD			INGLEWOOD	CA	90304	
H AND W MOTOR EXPRESS CO		GENERAL OFFICE BOX 837				DUBUQUE	IA	52004-0837	
H B INDUSTRIES INC		SMITH ED MACHINERY SALES	501 E WHITCOMB AVE			MADISON HEIGHTS	MI	48071	
H B INDUSTRIES INCORPORATED		501 EAST WHITCOMB				MADISON HEIGHTS	MI	48071	
H B INSTRUMENT CO		102 WEST SEVENTH AVE	PO BOX 16770			COLLEGEVILLE	PA	19426	
H B L EXPRESS INC		503 PORTAGE LAKES DR STE 1				AKRON	OH	44319-2269	
H B S C BANK		FOR DEPOSIT TO THE ACCOUNT OF	KENNETH SWAN 8488149190	150 S MAIN		LOCKPORT	NY	14094	
H B S C BANK FOR DEPOSIT TO THE ACCOUNT OF		KENNETH SWAN	150 S MAIN			LOCKPORT	NY	14094	
H B STUBBS CO		27027 MOUND RD				WARREN	MI	48092-2699	
H B STUBBS COMPANY		27027 MOUND RD				WARREN	MI	48092-2615	
H BROWN PRP GROUP		JOHN FERROLI DYKEMA GOSSETT	248 LOUIS ST NW STE 200			GRAND RAPIDS	MI	49503-2688	
H C CROSS		4901 W COUNTY RD 500S				MUNCIE	IN	30744-5624	
H C CROSS		4901 W COUNTY RD 500S				MUNCIE	IN	47302	
H C I		203 SPROWL RD				HURON	OH	44839-0532	
H C I		PO BOX 532				HURON	OH	44839-0532	
H C STARCK INC		45 INDUSTRIAL PLACE				NEWTON	MA	02461	
H C STARCK INC		45 INDUSTRIAL PL				NEWTON	MA	02461	
H C STARCK INC		BOX 223143				PITTSBURGH	PA	15251-2143	
H D GEISLER CO INC	PETE SNYDER	1482 STANLEY AVE	PO BOX 203			DAYTON	OH	45404-0203	
H E BAHER INC		COLLETON RIVER PLANTATION	12 MAGNOLIA BLOSSOM DR			BLUFFTON	SC	29910	
H E LENNON INC		23920 FREEWAY PK DR				FARMINGTON HILLS	MI	48335	
H E LENNON INC		23920 FWY PARK DR				FARMINGTON HILL	MI	48335	
H E LENNON INC		FMLY TOLEDO VALVE & FITTING CO	23920 FREEWAY PK DR	CHG PER LTRHD 3 19		FARMINGTON HILLS	MI	48335	
H E LENNON INC		PO BOX 288		03 AT		FARMINGTON	MI	48332	
H E LENNON INC	NANCY	23920 FWY PARK DR				FARMINGTON	MI	48335	
H E LENNON INC EFT		PO BOX 288				FARMINGTON	MI	48332	
H E MARTIN AND SONS INC		448 S PRINCE ST				LANCASTER	PA	17603-5602	
H E MCGONIGAL INC		1220 EAST BLVD				KOKOMO	IN	46902	
H E MCGONIGAL INC EFT		PO BOX 3066				KOKOMO	IN	46902-3066	
H E MICROWAVE		2900 E ELVIRA RD				TUCSON	AZ	85706	
H E MICROWAVE		PO BOX 23340				TUCSON	AZ	85734	
H E MICROWAVE CORPORATION	ACCOUNTS PAYABLE	2900 EAST ELVIRA RD STE 100	PO BOX 23340			TUCSON	AZ	85706	
H E SERVICES CO		225 E MORLEY DR				SAGINAW	MI	48601	
H E SERVICES CO		3800 PERRYVILLE RD				ORTONVILLE	MI	48462	
H E SERVICES CO		ANCON PROTOTYPE MACHINE	1755 WICCO RD			SAGINAW	MI	48601	
H E SERVICES CO		ANCON TOOL DIV	1755 WICCO RD			SAGINAW	MI	48601	
H E SERVICES CO	VICTOR J MASTROMARCO JR ESQ	1024 N MICHIGAN AVE				SAGINAW	MI	48602	
H E SERVICES COMPANY	VICTOR J MASTROMARCO JR P34564	1024 N MICHIGAN AVE				SAGINAW	MI	48602	
H FRED CIMILDORA		28 W ALLEGHENY AVE STE 606				TOWSON	MD	21204	
H G FLAKE COMPANY INC	ATTN GORDON L FLAKE	14113 E APACHE				TULSA	OK	74116	
H G MAKELIM & CO	MR CHUCK HESS	219 SHAW RD	PO BOX 2827			S SAN FRANCISCO	CA	94083-2827	
H G MAKELIM & CO	MR CHUCK HESS	219 SHAW RD	PO BOX 863212			S SAN FRANCISCO	CA	94083-2827	
H G MAKELIM CO		A D P USA INC D B A BECS	537 S CORALRIDGE PL			CITY OF INDUSTRY	CA	91746	
H G MAKELIM CO		A D P USA INC D B A BECS	PO BOX 2827			S SAN FRANCISCO	CA	94083	
H GALOW		15 MAPLE ST				NORWOOD	NJ	07648	
H GALOW	MIKE GALOW / NANCY	15 MAPLE ST				NORWOOD	NJ	07648	
H GALOW CO INC		15 MAPLE ST				NORWOOD	NJ	07648	
H GALOW COMPANY INC	JOANNE	15 MAPLE ST				NORWOOD	NJ	07648	
H GARY APOIAN		PO BOX 23860				BELLEVILLE	IL	62223	
H H BARNUM		7915 LOCHLIN				BRIGHTON	MI	48116	
H H BARNUM EFT		7915 LOCHLIN DR	PO BOX 299			BRIGHTON	MI	48116	
H HARSHBARGER CLK OF THE CT		ACCT OF FREDERICK SCHLOTTMAN	CASE A 86 D 00991 FEE BILL	14 W JEFFERSON ST		JOLIET	IL	35338-6177	
H HARSHBARGER CLK OF THE CT ACCT OF									
FREDERICK SCHLOTTMAN		CASE A 86 D 00991 FEE BILL	14 W JEFFERSON ST			JOLIET	IL	60431	
H I G CAPITAL MANAGEMENT INC		1001 BRICKELL BAY 2708				MIAMI	FL	33131-4940	
H I G CAPITAL PARTNERS LLC		1001 BRICKELL BAY DR 27TH FLR				MIAMI	FL	33131	
H I P NETWORK OF FLORIDA INC		1895 W COML BLVD 120				FORT LAUDERDALE	FL	33309-3065	
H J HEINZ CO		600 GRANT ST				PITTSBURGH	PA	15219-2702	
H JAMES SLINKMAN		10600 WEST 143RD ST				ORLAND PK	IL	60462	
H JANE B LOSSING		3924 BALTIMORE ST				KENSINGTON	MD	20895	
H KENT HOLLINS LAW OFFICE		PO BOX 4586				TOPEKA	KS	66614	
H KIRBY ALBRIGHT		1000 MICHIGAN NATIONAL TOWER				LANSING	MI	48933	
H L BOSCA SCHOOL		24151 MIDDLE BRIDGE DR				CLINTON TOWNSHIP	MI	48035	
H L GAGE SALES INC		121 WASHINGTON AVE				ALBANY	NY	12210-2202	
H M CROSS & SONS INC		PO BOX 20700				ROCHESTER	NY	14602-0700	
H M CROSS & SONS INC EFT		50 RIDGELAND RD				ROCHESTER	NY	14602	
H M FELTY SALES SERVICES INC		163 PLEASANT VALLEY RD				PINE GROVE	PA	17963-9566	
H M H CO INC		FRMLY H M H CO INC	PO BOX 170228			MILWAUKEE	WI	53217-8021	
H M H CO INC		HASSEL MATERIAL HANDLING CO	2450 W SILVER SPRING DR	ADD UPTD 01 00		MILWAUKEE	WI	53209	
H M PARTS CO INC		DBA TEMCO H M PARTS CO	2632 CHANNEL AVE			MEMPHIS	TN	38113	

Delphi Corporation
Creditor Matrix

CreditorName	CreditorNoticeName	Address1	Address2	Address3	Address4	City	State	Zip	Country
HDK AMERICA INC EFT		8885 RIO SAN DIEGO DR STE 257				SAN DIEGO	CA	92108	
HDR ENGINEERING INC		PO BOX 3480				OMAHA	NE	68103-0480	
HE ANDERSON COMPANY		2100 ANDERSON DR				MUSKOGEE	OK	74402	
HE ANDERSON COMPANY		PO BOX 1006				MUSKOGEE	OK	74402-1006	
HE DAVID		14430 PLYMOUTH ROCK DR				CARMEL	IN	46033	
HE LENNON INC	NANCY	23920 FREEWAY PK DR				FARMINGTON	MI	48335	
HE MICROWAVE	DAVE STOCKERO	2900 EAST ELVIRA RD	STE 100			TUCSON	AZ	85706	
HE MICROWAVE LLC		2900 EAST ELVIRA STE 100				TUCSON	AZ	85706	
HE MICROWAVE LLC		2900 E ELVIRA RD STE 100				TUCSON	AZ	85706	
HE MICROWAVE LLC		2900 E ELVIRA RD				TUCSON	AZ	85706	
HE MICROWAVE LLC		C/O DELCO ELECTRONICS CORPORATION	ONE CORPORATE CENT			KOKOMO	IN	46904-9005	
HE SERVICES AND ROBERT BACKIE	H E SERVICES CO	3800 PERRYVILLE RD				ORTONVILLE	MI	48462	
HE SERVICES AND ROBERT BACKIE	VICTOR J MASTROMARCO JR P34564	1024 N MICHIGAN AVE	PO BOX 3197			SAGINAW	MI	48605-3197	
HE SERVICES CO		1900 N SAGINAW ST				FLINT	MI	48505	
HE SERVICES CO		201 OAKWOOD RD				OXFORD	MI	48371	
HE SERVICES CO		5117 S DORT HWY				FLINT	MI	48507	
HE SERVICES CO		ANCON PROTOTYPE MACHINE	1755 WICCO			SAGINAW	MI	48601	
HE SERVICES CO		ANCON TOOL DIV	225 E MORLEY DR			SAGINAW	MI	48601-9623	
HE SERVICES CO		ANCON TOOL DIV	5117 S DORT HWY			FLINT	MI	48507	
HE SERVICES CO		ENGINEERING DIV	225 E MORLEY DR			SAGINAW	MI	48601-9482	
HE SERVICES CO		HE TECHNOLOGIES INC	30 A1 SPUR DR			EL PASO	TX	79906	
HE SERVICES CO		UNIVERSAL INSPECTION DIV	3870 E WASHINGTON RD			SAGINAW	MI	48601	
HE SERVICES CO		UNIVERSAL MANUFACTURING DIV	3860 E WASHINGTON RD			SAGINAW	MI	48601	
HE SERVICES CO EFT		1900 N SAGINAW ST				FLINT	MI	48505-4768	
HE SERVICES CO 382443655		1900 N SAGINAW ST				FLINT	MI	48505-4768	
HE SERVICES CO EFT		HOLD PER LEGAL 07 07 05 CP	5117 S DORT HWY			FLINT	MI	48507	
HE SERVICES COMPANY	C/O MASTROMARCO & JAHN PC	1024 N MICHIGAN AVE	PO BOX 3197			SAGINAW	MI	48602	
HE SERVICES COMPANY	COMERCIA BANK	RALPH E MCDOWELL	BODMAN LONGLEY & DAHLING LLP	100 RENAISSANCE CTR FL 34		DETROIT	MI	48243	
HE SERVICES COMPANY	VICTOR J MASTROMARCO JR P34564	1024 N MICHIGAN AVE	PO BOX 3197			SAGINAW	MI	48605-3197	
HE SERVICES COMPANY	VICTOR MASTROMARCO JR	MASTROMARCO & JAHN PC	1024 N MICHIGAN AVE	PO BOX 3197		SAGINAW	MI	48602	
HE TECHNOLOGIES INC		30 A1 SPUR DR				EL PASO	TX	79906	
HE WEI HUA		446 RICHMOND PK E	APT 629A			RICHMOND HTS	OH	44143	
HE XINHUA		2947 RIVER VALLEY DR				TROY	MI	48098	
HE, DAVID Q		14430 PLYMOUTH ROCK DR				CARMEL	IN	46033	
HE, XINHUA		11464 MEARS DR				CARMEL	IN	46077	
HEABERLIN FRED J		RR 1 BOX 318				ADRIAN	PA	16210-9609	
HEACOCK METAL & MACHINE CO INC		400 W 1ST				SYLACAUGA	AL	35150	
HEACOCK METAL & MACHINE CO INC		ADDR CHG 5 26 99	400 W 1ST			SYLACAUGA	AL	35150	
HEACOCK METAL AND MACHINE CO INC		PO BOX 778				SYLACAUGA	AL	35150	
HEACOX GARY		6479 COLONIAL DR				LOCKPORT	NY	14094-6122	
HEACOX MARK		895 CIMARRON OVAL				AURORA	OH	44202	
HEACOX, MARK J		895 CIMARRON OVAL				AURORA	OH	44202	
HEAD ACOUSTICS GMBH KOPFBEZOGENE AU		EBERTSTR 30 A				HERZOGENRATH	NW	52134	DE
HEAD ACOUSTICS INC		6964 KENSINGTON RD				BRIGHTON	MI	48116	
HEAD ACOUSTICS INC EFT		ADDRESS CHG 5 4	FMLY SONIC PERCEPTIONS INC	6964 KENSINGTON RD		BRINGTON	MI	48116	
HEAD CHARLES		PO BOX 408				GALVESTON	IN	46932	
HEAD DAVID		1901 S GOYER	APT 158			KOKOMO	IN	46902	
HEAD DAVID		249 E CHURCH				MORRICE	MI	48857	
HEAD ROBERT		5926 CULZEAN DR APT 619				DAYTON	OH	45426	
HEAD, CHARLES KENDEL		PO BOX 408				GALVESTON	IN	46932	
HEADCO INDUSTRIES INC		BEARING HEADQUARTERS CO DIV	3199 N SHADELAND AV			INDIANAPOLIS	IN	46226-6233	
HEADD PHYLLIS		2624A WEST GALENA				MILWAUKEE	WI	53205	
HEADING JR HOWARD L		121 MARSAC ST				BAY CITY	MI	48708-7054	
HEADLAND ENGINEERING DEVELOP		UNIT 5B NAVIGATION DR	HURST BUSINESS PK			BRIERLEY HILL		DY5 1YF	UNITED KINGDOM
HEADLEE R M CO INC		3596 CALIFORNIA RD				ORCHARD PK	NY	14127-1716	
HEADLEE R M CO INC		6493 RIDINGS RD STE 11				SYRACUSE	NY	13206	
HEADLEY ISABELLA		2471 W RIVER RD				NEWTON FALLS	OH	44444-8402	
HEADLEY JEFFERY		1173B NAVAHO DR				LEBANON	OH	45036-8746	
HEADLEY W		6193 PARKDALE DR				COLUMBUS	OH	43229	
HEADQUARTERS US MARINE CORPS		PERSONAL & FAMILY READINESS DIVISIC	PO BOX 1834			QUANTICO	VA	22134-0834	
HEADRICK LYNETTE		4146 HACKBERRY ST				BRIDGEPORT	MI	48722	
HEADRICK TANYA M		PO BOX 372				ADAIR	OK	74330	
HEADY ELMER		906 KLEIN RD				WILLIAMSVILLE	NY	14221	
HEADY, TAMMY		1030 S PURDUM ST				KOKOMO	IN	46902	
HEAGY TIMOTHY		1613 HILL ST				ANDERSON	IN	46012	
HEAKIN SUZANNE		4115 LEAVITT DR NW				WARREN	OH	44485-1104	
HEAL WILLIAM		2381 CR 292				BELLEVUE	OH	44811	
HEALD VICKI		1057 SUNCOVE DR				TUCSON	AZ	85748	
HEALE MFG CO INC	ACCOUNTS PAYABLE	PO BOX 1444				WAUKESHA	WI	53187	
HEALEY FIRE PROTECTION INC		134 NORTHPOINTE DR				ORION	MI	48359	
HEALEY FIRE PROTECTION INC		FMLY HEALEY W E ASSOC	134 NORTHPOINTE DR			ORION	MI	48359	
HEALEY JAMES		6 LARCH RD				HUYTON		L36 9TZ	UNITED KINGDOM
HEALTH & SAFETY LABORATORY		KAREN WILKINSON	HARPUR HILL	BUXTON DERBYSHIRE SK179JN		UNITED KINGDOM			UNITED KINGDOM
HEALTH ALLIANCE MEDICAL EFT PLANS INC ATTN MARSHA EVERSOLE		102 E MAIN ST STE 200				URBANA	IL	61801	
HEALTH ALLIANCE MEDICAL PLANS		INC 121B	102 E MAIN ST STE 200	PO BOX 6003		URBANA	IL	61801	
HEALTH ALLIANCE PLAN		210C	2850 W GRAND BLVD			DETROIT	MI	48202	
HEALTH ALLIANCE PLAN EFT	RECEIVABLES DEPT	2850 W GRAND BLVD				DETROIT	MI	48202	
HEALTH AMERICA PENNSYLVANIA		INC 363P	FIVE GATEWAY CTR			PITTSBURGH	PA	15222	

Delphi Corporation
Creditor Matrix

CreditorName	CreditorNoticeName	Address1	Address2	Address3	Address4	City	State	Zip	Country
MASTERS ARCHITECTURAL GRAPHIC		ASI SIGN SYSTEMS	2017 W 18TH ST			INDIANAPOLIS	IN	46202-1018	
MASTERS BARBARA A		6620 RITA DR				ENON	OH	45323-1237	
MASTERS CAR STEREO		1414 E WASHINGTON ST				GREENVILLE	SC	29607-1864	
MASTERS CATHERINE		3808 STONEGATE DR				WICHITA FALLS	TX	76310	
MASTERS CHARLES		3921 W SHEFFIELD AVE				CHANDLER	AZ	85226-1343	
MASTERS COLLEGE		21726 PLRITA CANYON RD				SANTA CLARITA	CA	91321-1200	
MASTERS COLLEGE		ADDR CHG 4 22 98	21726 PLRITA CANYON RD			SANTA CLARITA	CA	91321-1200	
MASTERS CONSTANCE		411 S PORTER ST				SAGINAW	MI	48602	
MASTERS DALE		1010 BALDWIN ST				JENISON	MI	49428-9716	
MASTERS INTERNATIONAL		2401 E PIONEER PKWY				ARLINGTON	TX	76010-8363	
MASTERS JACK		4601 GOLFCREST DR				ANDERSON	IN	46011	
MASTERS JAMES		85 NEIL RD				ELLISVILLE	MS	39437	
MASTERS LINDA S		7549 SADDLER KROHLER RD				FARMDALE	OH	44417-9757	
MASTERS MARK		1634 WEST SHEPHERD RD				BRECKENRIDGE	MI	48615	
MASTERS PRECISION, INC	BILL	15W700 N FRONTAGE RD				BURR RIDGE	IL	60527-7544	
MASTERS RALPH		7549 SADDLER KROHLER RD				FARMDALE	OH	44417	
MASTERS REBECCA		310 W MONROE ST				KOKOMO	IN	46901-3370	
MASTERS RICHARD		17 ARIES CLOSE				KNOTTY		L149LW	UNITED KINGDOM
MASTERS RICHARD A		2706 S JEFFERSON ST				BAY CITY	MI	48708-3700	
MASTERS ROBERT		5604 IVY COURT				KOKOMO	IN	46902-5237	
MASTERS THOMAS		342 S 700 E				ELWOOD	IN	46036	
MASTERS TIMOTHY		3573 E 150 S BOX 514				HOBBS	IN	46047	
MASTERS TOOL & DIE INC		4485 MARLEA AVE				SAGINAW	MI	48601	
MASTERS TOOL & DIE INC		4485 MARLEA DR				SAGINAW	MI	48601-7230	
MASTERS TOOL & DIE INC		4485 MARLEA LN				SAGINAW	MI	48601-7230	
MASTERS, ROBERT		5604 IVY CT				KOKOMO	IN	46902	
MASTERSON CHADWICK		3039 CO RD 136				TOWN CREEK	AL	35672	
MASTERSON CHARLES		3003 COUNTY RD 136				TOWN CREEK	AL	35672	
MASTERSON CHARLES		6060 SIPES				FLINT	MI	48532	
MASTERSON CHARLES E		6060 SIPES LN				FLINT	MI	48532-5319	
MASTERSON LEWIS		2063 CO RD 129				RUSSELLVILLE	AL	35654	
MASTERSON RODNEY L		223 N 20TH				COLLINSVILLE	OK	74021	
MASTERSON ROGER		3390 COUNTY RD 136				TOWN CREEK	AL	35672	
MASTERSON RONNIE		PO BOX 176				COURTLAND	AL	35618	
MASTERYWORKS INC		6724 OLD MCLEAN VILLAGE DR	STE B3			MCLEAN	VA	22101	
MASTERYWORKS INC		6724 OLD MCLEAN VILL DR STE B3				MCLEAN	VA	22101	
MASTEX INDUSTRIES INC		2 3 BIGELOW ST				HOLYOKE	MA	01041-1160	
MASTEX INDUSTRIES INC		2 BIGELOW ST				HOLYOKE	MA	01040	
MASTEX INDUSTRIES INC		2 BIGELOW ST				HOLYOKE	MA	1040	
MASTEX INDUSTRIES INC		PO BOX 1160				HOLYOKE	MA	01041-1160	
MASTEX INDUSTRIES INC	ATTN JEFFREY STREAM TREASURER	PO BOX 1160				HOLYOKE	MA	01041	
MASTIN MINNIE E		3510 BROWNELL				FLINT	MI	48504-3716	
MASTIN RONNIE		4017 BROWNELL BLVD				FLINT	MI	48504	
MASTRO NOREEN		4339 CANAL RD				SPENCERPORT	NY	14559	
MASTRO, NOREEN L		4339 CANAL RD				SPENCERPORT	NY	14559	
MASTRODONATO FRANK		77 MAIDA DR				SPENCERPORT	NY	14559	
MASTRODONATO, FRANK		1553 MANITOU RD				ROCHESTER	NY	14626	
MASTRODONATO, LINDA		40 ANN MARIE DR				ROCHESTER	NY	14606	
MASTROENI GENO		5734 MASTROENI TR				GRAYLING	MI	49738	
MASTROLONARDO ANTHONY		39 HOMES PK AVE				ISELIN	NJ	08830	
MASTROMARCO & JAHN PC		1024 N MICHIGAN				SAGINAW	MI	48605	
MASTROMARCO & JAHN PC		CHG PER W9 3 15 04 CP	1024 N MICHIGAN AVE			SAGINAW	MI	48602	
MASTROMARCO & JAHN PC	VICTOR J MASTROMARC JR	1024 N MICHIGAN AVE				SAGINAW	MI	48602-4325	
MASTROMARCO & JAHN PC	VICTOR J MASTROMARCO JR	1024 N MICHIGAN AVE				SAGINAW	MI	48602-4325	
MASTROMARCO AND JAHN PC		1024 N MICHIGAN AVE				SAGINAW	MI	48602	
MASTROMARCO AND JAHN PC		1024 N MICHIGAN				SAGINAW	MI	48605	
MASTROVITO, MICHAEL		13900 CLEAR CREEK				LOWELL	MI	49331	
MASUDA FUNAI EIFERT & MITCHELL LTD	GARY VIST	203 N LASALLE ST STE 2500				CHICAGO	IL	60601-1262	
MASUR TRUCKING INC		2821 CREXCENTVILLE RD				WEST CHESTER	OH	45069-3859	
MASWERKS		835 RICHMOND RD				PAINESVILLE	OH	44077	
MATA DALE		354 HORSESHOE CT				GRAND BLANC	MI	48439	
MATA KARINA		2233 HAZELNUT LN				KOKOMO	IN	46902	
MATA SONJIA		1020 PHILLIPS AVE				DAYTON	OH	45410	
MATA STEPHEN		7144 RICHFIELD RD				DAVISON	MI	48423	
MATANDY STEEL & METAL PRODUCTS		1200 CENTRAL AVE				HAMILTON	OH	45011	
MATANDY STEEL & METAL PRODUCTS		LLC	PO BOX 1186			HAMILTON	OH	45012	
MATANDY STEEL AND METAL PRODUCTS LLC		PO BOX 1186				HAMILTON	OH	45012	
MATARAZZO EDWARD		137 LEGION CIR				ROCHESTER	NY	14616-3111	
MATAS CAROL J		4527 NUTWOOD AVE NW				WARREN	OH	44483-1616	
MATAS PATRICIA		2380 ROBINWOOD BLVD				NEWTON FALLS	OH	44444	
MATASIC JAMES		1056 NORTH OAKLAND BLVD	APT 1			WATERFORD	MI	48327	
MATC		700 W STATE ST				MILWAUKEE	WI	53233	
MATC		MILWAUKEE AREA TECHNICAL	COLLEGE			MILWAUKEE	WI	53233	
MATCHETTE, REGINA		116 MADISON ST				700 W STATE ST			
MATCO	JERRY KRACHT	2775 N 32ND ST				CAMPBELL	OH	44405	
MATCO ASSOCIATES INC		4640 CAMPBELLS RUN RD				MILWAUKEE	WI	53210	
MATCO ASSOCIATES INC		4640 CAMPBELLS RUN RD				PITTSBURGH	PA	15205	
MATCO DISTRIBUTORS INC		CART MART	2775 N 32ND ST			PITTSBURGH	PA	15205-134	
MATCO DISTRIBUTORS INC		PO BOX 100020				MILWAUKEE	WI	53210-2507	
MATCO TOOLS	ACCTS PAYABLE DEPT	PO BOX 1429				MILWAUKEE	WI	53210-0020	
						STOW	OH	44224-1429	
MATCO TOOLS VENDOR RETURNS A C RECEIVABLE		FREEPORT CTR BLDG A13				CLEARFIELD	UT	84016	

CreditorName	CreditorNoticeName	Address1	Address2	Address3	Address4	City	State	Zip	Country
OCCUPATIONAL HEALTH PHYSICIAN OF NEW YORK		DBA OCCUPATIONAL HEALTH CONNEC	PO BOX 32056			HARTFORD	CT	06150-2056	
OCCUPATIONAL HEALTH REHABILITA		OCCUPATIONAL HEALTH CONNECTION	687 LEE RD STE 208			ROCHESTER	NY	14606	
OCCUPATIONAL HEALTH SOLUTIONS		301 CUSHING PK RD				DELAFIELD	WI	53018	
OCCUPATIONAL HEALTH SOLUTIONS		PO BOX 311				DELAFIELD	WI	53018	
OCCUPATIONAL MARKETING INC		1235 N LOOP W	STE 217			HOUSTON	TX	77008-4701	
OCCUPATIONAL MARKETING INC		1235 NORTHLOOP WEST	STE 217			HOUSTON	TX	77008	
OCCUPATIONAL SAFETY & HEALTH		ADMINISTRATION	CINCINNATI AREA OFFICE	36 TRIANGLE PK DR		CINCINNATI	OH	45246	
OCCUPATIONAL SAFETY & HEALTH		ADMINISTRATION LABOR	US DEPT OF LABOR OSHA	450 MALL BLVD STE S		SAVANNAH	GA	31406-4864	
OCCUPATIONAL SAFETY & HEALTH		ADMIN LABOR	450 MALL BLVD STE S			SAVANNAH	GA	31406-4864	
OCCUPATIONAL SAFETY & HEALTH A		OCCUPATIONAL HEALTH GROUP	1963 MEMORIAL PKY 24			HUNTSVILLE	AL	35801	
OCCUPATIONAL SAFETY AND HEALTH ADMIN LABOR		450 MALL BLVD STE S				SAVANNAH	GA	31406-4864	
OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION		CINCINNATI AREA OFFICE	36 TRIANGLE PK DR			CINCINNATI	OH	45246	
OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION LABOR		US DEPT OF LABOR OSHA	450 MALL BLVD STE S			SAVANNAH	GA	31406-4864	
OCE		12379 COLLECTIONS CTR DR				CHICAGO	IL	60693	
OCE		FMLY OCE BRUNING INC	5450 N CUMBERLAND AVE	CHG PER LTR 3 31 03 AT		CHICAGO	IL	60656	
OCE BRUNING		PO BOX 92601				CHICAGO	IL	60675-2601	
OCE BRUNING INC		1800 BRUNING DR W				ITASCA	IL	60143	
OCE BRUNING INC		3699 CORPORATE DR				COLUMBUS	OH	43231	
OCE BRUNING INC		AM BRUNING DIV	7172 ZIONSVILLE RD			INDIANAPOLIS	IN	46268	
OCE BRUNING INC		AN BRUNING	2100 NORCROSS HWY STE 130			NORCROSS	GA	30071	
OCE BRUNING INC		BRUNING DIV	2525 E ROYALTON RD			CLEVELAND	OH	44147	
OCE BRUNING INC		FMLY OCE BRUNING INC	5450 N CUMBERLAND AVE	CHG PER LTR 3 31 03 AT		CHICAGO	IL	60656	
OCE BRUNING INC		OCE USA	1800 BRUNING DR W			ITASCA	IL	60143	
OCE COPIERS UK LTD		STYAL RD WYTHENSHAW	INTERNATIONAL OFFICE CENTRE			MANCHESTER GM		M225WL	UNITED KINGDOM
OCE FINANCIAL SERVICES INC		5600 BROKEN SOUND BLVD				BOCA RATON	FL	33487	
OCE FINANCIAL SERVICES INC		DEPARTMENT AT 40302				ATLANTA	GA	31192-0302	
OCE FINANCIAL SERVICES INC OCE NORTH AMERICA INC		5600 BROKEN SOUND BLVD				BOCA RATON	FL	33487	
OCE NORTH AMERICA		12379 COLLECTIONS CTR DR				CHICAGO	IL	60693	
OCE NORTH AMERICA EFT		FMLY OCE USA INC	5450 N CUMBERLAND AVE	CHG PER LTR 3 31 03 AT		CHICAGO	IL	60656	
OCE NORTH AMERICA INC		12379 COLLECTION CTR DR				CHICAGO	IL	60693-0123	
OCE NORTH AMERICA INC		5450 N CUMBERLAND AVE				CHICAGO	IL	60656-1469	
OCE NORTH AMERICA INC	ATTN LEGAL DEPT	5600 BROKEN SOUND BLVD				BOCA RATON	FL	33487	
OCE NORTH AMERICA, INC		100 OAKVIEW DR				TRUMBULL	CT	06611	
OCE NORTH AMERICA, INC		1346 RANKIN DR				TROY	MI	48083-2826	
OCE NORTH AMERICA, INC		750 STEPHENSON HWY STE 100				TROY	MI	48083	
OCE NV		SINT URBANUSWEG 43				VENLO	NL	5914 CA	NL
OCE OFFICE SYSTEMS INC		5215 N OCONNOR BLVD STE 600				IRVING	TX	75039	
OCE OFFICE SYSTEMS INC		OCE BRUNING	1800 BRUNING DR W			ITASCA	IL	60143	
OCE USA INC		38695 7 MILE RD STE 100				LIVONIA	MI	48152	
OCE USA INC		38695 7 MILE RD STE 210				LIVONIA	MI	48152-7097	
OCE USA INC		5450 N CUMBERLAND AVE				CHICAGO	IL	60656	
OCE USA INC		5450 NORTH CUMBERLAND AVE				CHICAGO	IL	60656	
OCE USA INC		OCE BRUNING DIV	2 PK PLAZA	PO BOX 200		IRVINE	CA	92714	
OCE USA INC		OCE BRUNING	PENN CTR W BLDG 3 STE 211			PITTSBURGH	PA	15202	
OCE USA INC		OCE ENGINEERING	8335 MELROSE			SHAWNEE MISSION	KS	66214	
OCE USA INC		OCE ENGINEERING SYSTEMS	33 BARBER CT STE 109			BIRMINGHAM	AL	35209-6435	
OCE USA INC		OCE ENGINEERING SYSTEMS DIV	280 N HIGH ST STE 1000			COLUMBUS	OH	43215-2413	
OCE USA INC	OCE ENGINEERING	5450 NORTH CUMBERLAND				CHICAGO	IL	60656	
OCE USA INC OCE BRUNING DIV		2 PK PLAZA				IRVINE	CA	92714	
OCE VAN DER GRITEN NV		OCE BRUNING	385 LONG HILL RD			GUILFORD	CT	06437	
OCEAN AIR TRANSPORTATION INC		135 AMERICAN LEGION HWY				REVERE	MA	02151	
OCEAN COUNTY COLLEGE		PO BOX 2001				TOMS RIVER	NJ	087542001	
OCEAN COUNTY PROBATION DEPT		ACCT OF LEONARD A KUMINSKI	CASE CS60942656A	119 HOOPER AVE CN 2011		TOMS RIVER	NJ	10934-4246	
OCEAN COUNTY PROBATION DEPT ACCT OF LEONARD A KUMINSKI		CASE CS60942656A	119 HOOPER AVE CN 2011			TOMS RIVER	NJ	08754-2011	
OCEAN OPTICS INC		380 MAIN ST				DUNEDIN	FL	34698	
OCEAN OPTICS INC		PO BOX 2249				DUNEDIN	FL	34697-2249	
OCEAN REEF CLUB	ERIN ADAIR	CONFERENCE SALES	35 OCEAN REEF DR			KEY LARGO	FL	33037	
OCEANA PUBLICATIONS INC		75 MAIN ST				DOBBS FERRY	NY	10522	
OCEANEERING THERMAL SYSTEM		16665 SPACE CTR BLVD				HOUSTON	TX	77058	
OCESTOLO STEVEN		161 GENESEE ST APT 3				LOCKPORT	NY	14094	
OCHOA ANTONIO		3771 FLEETWOOD DR				PORTAGE	MI	49024-5520	
OCHOA LEIGH		3390 W WILLARD RD				BIRCH RUN	MI	48415	
OCHOA LUIS		3390 WILLARD RD				BIRCH RUN	MI	48415	
OCHOA RICHARD		6271 FOX GLEN 358				SAGINAW	MI	48603	
OCHOA, LEIGH A		3390 W WILLARD RD				BIRCH RUN	MI	48415	
OCHOA, LUIS A		3390 WILLARD RD				BIRCH RUN	MI	48415	
OCHOLIK SCOTT		17400 BUNKER HILL				MACOMB TOWNSHIP	MI	48044	
OCHS HARRY J		2716 ALEXANDRIA PIKE				ANDERSON	IN	46012-9653	
OCHS INDUSTRIES INC		849 SCHOLZ DR				VANDALIA	OH	45377-3121	
OCHS KENDRA		3200 COUNTY RD 254				VICKERY	OH	43464	
OCILLA CIVIC CLUB		PO BOX 203				OCILLA	GA	31774	
OCKENFELS ANDREA		2292 YOUNGSTOWN KINGSVILLE				VIENNA	OH	44473	
OCKER KEITH		10474 BEERS RD				SWARTZ CREEK	MI	48479	
OCKER KEITH EFT		10474 BEERS ST				SWARTZ CREEK	MI	48473	

Delphi Corporation
Creditor Matrix

CreditorName	CreditorNoticeName	Address1	Address2	Address3	Address4	City	State	Zip	Country
PALMER ANGELO		47 PALFREY LN				WILLINGBORO	NJ	08046	
PALMER ANTHONY		PO BOX 490615				WEST CARROLLTON	OH	45449	
PALMER BENNETT E		630 DEVILS LAKE HWY				MANITOU BEACH	MI	49253-9660	
PALMER BUILDING SYSTEMS CORP		16582 GOTHARD ST STE				HUNTINGTON BEACH	CA	92647	
PALMER CHARLES		4732 BOKAY DR				KETTERING	OH	45440	
PALMER CHELSEA		207 LARADO DR				CLINTON	MS	39056	
PALMER CHESTER		4572 HOWELL FARMS RD				ACWORTH	GA	30101	
PALMER CINDIE L	DAVID CARBAJAL JOHN J DANIELESKI	ONEILL WALLACE & DOYLE PC	PO BOX 1966			SAGINAW	MI	48605-1966	
PALMER CINDIE L	VICTOR J MASTROMARCO JR ESQ	CADY MASTROMARCO & JAHN PC	1024 N MICHIGAN AVE			SAGINAW	MI	48602-4325	
PALMER CINDIE L ESTATE OF MICHAEL W PALMER	C/O MASTROMARCO & JAHN PC	VICTOR J MASTROMARCO JR P34564	1024 N MICHIGAN AVE			SAGINAW	MI	48602-4325	
PALMER CLINTON M		3912 LEWISTON RD				NIAGARA FALLS	NY	14305-1530	
PALMER CO INC		LAVO CHEMICAL DIV	1201 SENTRY DR			WAUKESHA	WI	53186	
PALMER COMPANY INC		LAVO CHEMICAL DIV	1201 SENTRY DR			WAUKESHA	WI	53186-596	
PALMER CONNIE		6837 NE CUBITIS AVE NO 605				ARCADIA	FL	34266-5675	
PALMER CORA L		318 WILSON AVE				MT MORRIS	MI	48458-1444	
PALMER CORTNEY		6310 W FARRAND RD				CLIO	MI	48420	
PALMER DALE		6321 E PIERSON RD				FLINT	MI	48506-2255	
PALMER DANIEL		9034 SUMMIT VIEW CT				SPRINGBORO	OH	45066	
PALMER DANIEL O		6738 VISTA DEL LAGO AVE				LAND O LAKES	FL	34639-3293	
PALMER DAVID		8614 GATEWOOD DR				HOWARD CITY	MI	49329	
PALMER DEBORAH		PO BOX 2422				TRENTON	NJ	08607	
PALMER DENNIS		527 COVENTRY WAY				NOBLESVILLE	IN	46060	
PALMER DIANNA		650 REX BLVD NW				WARREN	OH	44483	
PALMER DORA		1316 ANTHONY CT				ADRIAN	MI	49221	
PALMER DWIGHT O		1218 CARRIAGE DR				AIKEN	SC	29803-5561	
PALMER ENGINEERING INC		3525 CAPITAL CITY BLVD				LANSING	MI	48901	
PALMER ENGINEERING INC		3525 CAPITAL CITY BLVD				LANSING	MI	48906-2101	
PALMER ENGINEERING INC EFT		PO BOX 12030				LANSING	MI	48901	
PALMER FREDERICK K		15405 CORUNNA RD				CHESANING	MI	48616-9494	
PALMER GREGORY		8335 HYANNIS PORT DR 1B				CENTERVILLE	OH	45458	
PALMER HARRY L		1894 MORGANTON DR				HENDERSON	NV	89052-6957	
PALMER HOLLAND INC		24950 COUNTRY CLUB BLVD				NORTH OLMSTED	OH	44070-5342	
PALMER HOLLAND INC		25000 COUNTRY CLUB BLVD	STE 400			NORTH OLMSTED	OH	44070	
PALMER HOLLAND INC		25000 COUNTRY CLUB BLVD STE 40				NORTH OLMSTED	OH	44070-533	
PALMER HOLLAND INC		PO BOX 951883				CLEVELAND	OH	44193	
PALMER III GEORGE		3266 BEAGLE BLVD				COLUMBUS	OH	43232	
PALMER INTERNATIONAL INC		2036 LUCON RD				SKIPPACK	PA	19474	
PALMER INTERNATIONAL INC		2036 LUCON RD				SKIPPACK	PA	19494	
PALMER INTERNATIONAL INC		2036 LUCON RD				VALLEY FORGE	PA	19494	
PALMER INTERNATIONAL INC EFT		PO BOX 315				SKIPPACK	PA	19474	
PALMER JAMES		2033 S HADLEY RD				SPRINGFIELD	OH	45505	
PALMER JAMES		2861 LANSING DR				DAYTON	OH	45420-1717	
PALMER JAMIE		62 MUSTANG TRL				SOMERSET	NJ	08873-5346	
PALMER JEANNE Y		5316 BARRETT RD				SANDUSKY	OH	44870-1565	
PALMER JERRY J		PO BOX 25				NORTH BEND	OH	45052-0025	
PALMER JIN		2667 LACOTA DR				WATERFORD	MI	48328	
PALMER JOHN		2140 GARDENLAND AVE				NILES	OH	44446-4522	
PALMER JOSHUA		3175 PINEHILL PL				FLUSHING	MI	48433	
PALMER JR KEITH		3475 CHURCH ST				SAGINAW	MI	48604	
PALMER KATHLEEN		1517 SHAFTESBURY RD				DAYTON	OH	45406	
PALMER KERN		121 N HARRISON AVE				LAFAYETTE	CO	80026	
PALMER KEVIN		1960 PALISADES				DAYTON	OH	45414	
PALMER KIM		6901 RIDGE RD				LOCKPORT	NY	14094	
PALMER KIM		6901 RIDGE RD				LOCKPORT	NY	14094-9436	
PALMER LEASING GROUP		7740 CTR POINT 70 BLVD				DAYTON	OH	45424	
PALMER MARSHA D		800 MACMILLAN DR				TROTWOOD	OH	45426-2747	
PALMER MICHAEL		PO BOX 49723				DAYTON	OH	45449	
PALMER MICHAEL A		1973 HOME PATH CT				CENTERVILLE	OH	45459-6971	
PALMER MOVING & STORAGE		24660 DEQUINDRE RD	RMT ADD CHG 11 00 T&K			WARREN	MI	48091-3332	
PALMER MOVING & STORAGE		24660 DEQUINDRE RD				WARREN	MI	48091-3332	
PALMER MOVING & STORAGE		24660 DEQUINDRE				WARREN	MI	48091	
PALMER MOVING & STORAGE CO		21000 TROLLEY DR				TAYLOR	MI	48180	
PALMER MOVING & STORAGE CO		31751 ENTERPRISE DR				LIVONIA	MI	48151	
PALMER NATHAN		1612 SOUTH AVE				NIAGARA FALLS	NY	14305	
PALMER NICOLE		224 STEVENS ST				NO BRUNSWICK	NJ	08902	
PALMER NORMAN		6930 NORTHVIEW DR				LOCKPORT	NY	14094	
PALMER ODELIA M		316 FOX RD				SANDUSKY	OH	44870-9706	
PALMER PATRICIA		7547 FAIRVIEW DR				LOCKPORT	NY	14094-1609	
PALMER PAULINE		620 W WESTCHESTER PKWY APT 720				GRAND PRAIRIE	TX	75052-3287	
PALMER PLASTICS INC		GOSHEN RUBBER THERMOPLASTICS D	85 HARRISBURG AVE			ENGLEWOOD	OH	45322-283	
PALMER PLUMBING HTG & A C COINC		PO BOX 27068				TULSA	OK	74149-0068	
PALMER RALPH		7555 22ND AVE				JENISON	MI	49428-7759	
PALMER RANDY		1573 S 700 E				ELWOOD	IN	46036	
PALMER RICHARD		73 WESTOVER DR				WEBSTER	NY	14580-3809	
PALMER RICHARD		PO BOX 1681				MIAMISBURG	OH	45343	
PALMER ROSCHELLE		3731 LAKEBEND DR APT A1				DAYTON	OH	45404-2938	
PALMER SHANE		1237 GUNTLE RD				NEW LEBANON	OH	45345	
PALMER SHAUN		11345 W CLEMENTS CIRCLE				LIVONIA	MI	48150	
PALMER SUPPLY COMPANY		PO BOX 50306				TULSA	OK	74150	
PALMER SUZANNE		5489 WARNER RD				KINSMAN	OH	44428	
PALMER THERESE		5228 ALVA NW				WARREN	OH	44483	
PALMER THOMAS		1719 MAPLEWOOD STNE				WARREN	OH	44483	
PALMER TODD		2164 OAK TREE DR				KETTERING	OH	45440	

CreditorName	CreditorNoticeName	Address1	Address2	Address3	Address4	City	State	Zip	Country
ROBERT A BROTHERS		ACCT OF KENNETH L MILLER	CASE IP93-00265-RWV-13	151 N DELAWARE ST 1940		INDIANAPOLIS	IN	30348-7805	
ROBERT A BROTHERS ACCT OF KENNETH L MILLER		CASE IP93 00265 RWV 13	151 N DELAWARE ST 1940			INDIANAPOLIS	IN	46204	
ROBERT A BROTHERS CH13 TRUSTEE ROBERT A BROTHERS CH13 TRUSTEE ACCOUNT OF ALLEN A HICKS JR		ACCOUNT OF ALLEN A HICKS JR	CASE IP89-9232	151 N DELAWARE ST 1940		INDIANAPOLIS	IN	24488-8712	
ROBERT A BROTHERS CHP 13 TRUSTEE ROBERT A BROTHERS TRUSTEE		CASE IP89 9232 PO BOX 2405 151 N DELAWARE ST STE 1940	151 N DELAWARE ST 1940			INDIANAPOLIS	IN	46204-2505	
						MEMPHIS	TN	38101	
						INDIANAPOLIS	IN	46204	
ROBERT A BROTHERS TRUSTEE		ACCOUNT OF DAVID E WHITE	CASE 90-08828 RLB-13	151 N DELAWARE ST 1940		INDIANAPOLIS	IN	29266-9159	
ROBERT A BROTHERS TRUSTEE		ACCOUNT OF JAMES E ADAMS	CASE IP 89-3500 WP J	151 N DELAWARE ST 1940		INDIANAPOLIS	IN	30878-5417	
ROBERT A BROTHERS TRUSTEE		ACCOUNT OF WILLIAM MANSFIELD	CASE 90-9847 RLB-13	151 N DELAWARE ST 1940		INDIANAPOLIS	IN	31356-6300	
ROBERT A BROTHERS TRUSTEE		ACCT OF DAVID B KYLE	CASE 91-7030-RLB-13	151 N DELAWARE ST STE 1940		INDIANAPOLIS	IN	31350-2528	
ROBERT A BROTHERS TRUSTEE		ACCT OF DOROTHY THOMPSON	CASE 92-1256 FJO-13	151 N DELAWARE STE 1940		INDIANAPOLIS	IN	31656-3995	
ROBERT A BROTHERS TRUSTEE		ACCT OF ELLISE DIXON	CASE 90-10358-RLB-13	151 N DELAWARE STE 1940		INDIANAPOLIS	IN	30754-2183	
ROBERT A BROTHERS TRUSTEE		ACCT OF ERIQ S BRYE	CASE 94-00780-RWV-13	151 N DELAWARE ST STE 1940		INDIANAPOLIS	IN	46204	
ROBERT A BROTHERS TRUSTEE		ACCT OF FRANCES E BOYD	CASE 92-4934-RLB-13	151 N DELAWARE STE 1940		INDIANAPOLIS	IN	30642-0345	
ROBERT A BROTHERS TRUSTEE		ACCT OF GERALD D FETHERSON	CASE 93-02069-RWV-13	151 N DELAWARE STE 1940		INDIANAPOLIS	IN	24286-4786	
ROBERT A BROTHERS TRUSTEE		ACCT OF PAMELA JO YOUNGBLOOD	CAUSE 91-2136-FJO-13	151 N DELAWARE ST STE 1940		INDIANAPOLIS	IN	31350-3739	
ROBERT A BROTHERS TRUSTEE		ACCT OF ROBERT JW CRAWFORD	CASE 93-4288-RWV-13	151 N DELAWARE ST STE 1940		INDIANAPOLIS	IN	043609650	
ROBERT A BROTHERS TRUSTEE		ACCT OF SANDRA JACKSON	CASE 93-08129	151 N DELAWARE 1940		INDIANAPOLIS	IN	30652-0051	
ROBERT A BROTHERS TRUSTEE ROBERT A BROTHERS TRUSTEE ACCOUNT OF DAVID E WHITE		ACCT OF TREVOR L MURRAY	CASE 94-3100	151 N DELAWARE 1940		INDIANAPOLIS	IN	30988-6909	
ROBERT A BROTHERS TRUSTEE ACCOUNT OF JAMES E ADAMS		CASE 90 08828 RLB 13	151 N DELAWARE ST 1940			INDIANAPOLIS	IN	46204-2505	
ROBERT A BROTHERS TRUSTEE ACCOUNT OF WILLIAM MANSFIELD		CASE IP 89 3500 WP J	151 N DELAWARE ST 1940			INDIANAPOLIS	IN	46204-2505	
ROBERT A BROTHERS TRUSTEE ACCT OF DAVID B KYLE		CASE 90 9847 RLB 13	151 N DELAWARE ST 1940			INDIANAPOLIS	IN	46204-2505	
ROBERT A BROTHERS TRUSTEE ACCT OF DOROTHY THOMPSON		CASE 91 7030 RLB 13	151 N DELAWARE ST STE 1940			INDIANAPOLIS	IN	46204	
ROBERT A BROTHERS TRUSTEE ACCT OF ELLISE DIXON		CASE 92 1256 FJO 13	151 N DELAWARE STE 1940			INDIANAPOLIS	IN	46204	
ROBERT A BROTHERS TRUSTEE ACCT OF FRANCES E BOYD		CASE 90 10358 RLB 13	151 N DELAWARE STE 1940			INDIANAPOLIS	IN	46204	
ROBERT A BROTHERS TRUSTEE ACCT OF GERALD D FETHERSON		CASE 92 4934 RLB 13	151 NORTH DELAWARE STE 1940			INDIANAPOLIS	IN	46204	
ROBERT A BROTHERS TRUSTEE ACCT OF PAMELA JO YOUNGBLOOD		CASE 93 02069 RWV 13	151 N DELAWARESTE STE 1940			INDIANAPOLIS	IN	46204	
ROBERT A BROTHERS TRUSTEE ACCT OF ROBERT JW CRAWFORD		CAUSE 91 2136 FJO 13	151 N DELAWARE ST STE 1940			INDIANAPOLIS	IN	46204	
ROBERT A BROTHERS TRUSTEE ACCT OF SANDRA JACKSON		CASE 93 4288 RWV 13	151 N DELAWARE ST STE 1940			INDIANAPOLIS	IN	46204	
ROBERT A BROTHERS TRUSTEE ACCT OF TREVOR L MURRAY		CASE 93 08129	151 N DELAWARE 1940			INDIANAPOLIS	IN	46204	
ROBERT A DAVIDOFF		CASE 94 3100	151 N DELAWARE 1940			INDIANAPOLIS	IN	46204	
ROBERT A DENTON INC	ATTN ANN CIRNER	133 W CEDAR				KALAMAZOO	MI	49007	
ROBERT A DENTON INC EFT		2967 WATERVIEW DR				ROCHESTER HILLS	MI	48309	
ROBERT A DENTON INC EFT		PO BOX 712287				CINCINNATI	OH	45271-2287	
ROBERT A FOLEN		ADDR 10 05 04 CS	2967 WATERVIEW DR			ROCHESTER HILLS	MI	48309	
		714 BEACH ST				FLINT	MI	48502	
ROBERT A KEASBEY COMPANY	C/O LAFBBATE BALKAN COLAVITA & CONTINI LLP	ANNA DILONARDO ESQ	1001 FRANKLIN AVE RM 300			GARDEN CITY	NY	11530-2901	
ROBERT A KELLY		8493 SHORESIDE LN				HELENA	AL	35022	
ROBERT A LEAYM		1100 S MILLER RD				SAGINAW	MI	48609-9585	
ROBERT A MYERS		8647 US ROUTE 127 N				WEST MANCHESTER	OH	45382	
ROBERT A NOVAK		ONE TOWNE SQ STE 1913				SOUTHFIELD	MI	48076	
ROBERT A PAJAK PATENT SERVICES		14234 NAPLES ST NE				MINNEAPOLIS	MN	55304	
ROBERT A POLLICE		44670 ANN ARBOR RD STE 140				PLYMOUTH	MI	48170	
ROBERT A RAAB		2924 ABBOTT RD				MIDLAND	MI	48642	
ROBERT A SNEED & ASSOCIATES PC		PO DRAWER 719				LITHONIA	GA	30058	
ROBERT A SNEED AND ASSOCIATES PC		PO DRAWER 719				LITHONIA	GA	30058	
ROBERT A SOLTIS		ACCT OF KAREN HINTON	CASE 92-6420-GC-D	2700 OLD CENTRE		PORTAGE	MI	37258-1742	
ROBERT A SOLTIS ACCT OF KAREN HINTON		CASE 92 6420 GC D	2700 OLD CENTRE			PORTAGE	MI	49002	
ROBERT ALLEN TASIOR		3290 DIXIE CT				SAGINAW	MI	48601	
ROBERT B DRUAR		16 CRESCENT AVE				BUFFALO	NY	14214	
ROBERT B SABO		20311 M 60				THREE RIVERS	MI	49093	
ROBERT BACKIE	VICTOR J MASTROMARCO JR P34564	1024 N MICHIGAN AVE				SAGINAW	MI	48602	
ROBERT BARLOW		PO BOX 180				FRDRCKSBURG	VA	22404	
ROBERT BEARDEN INC		PO BOX 870				CAIRO	GA	39828-0870	

CreditorName	CreditorNoticeName	Address1	Address2	Address3	Address4	City	State	Zip	Country
ROBERT J PHILLIPS								37744-4855	
ROBERT J SPAGNOLETTI		OFFICE OF THE ATNY GEN	441 4TH ST NW			WASHINGTON	DC	20001	
ROBERT J THOMAS		3082 SHATTUCK ARMS NO 11				SAGINAW	MI	48603	
ROBERT J THOMASON		25736 CLOIE DR				WARREN	MI	48089	
ROBERT J TIDSWELL		2045 DIXIE HWY				WATERFORD	MI	48328	
ROBERT JAMES MACHINE COMPANY		928 ANDERSON RD				LITCHFIELD	MI	49252-0476	
ROBERT JAMES MACHINE COMPANY		PO BOX 476				LITCHFIELD	MI	49252-0476	
ROBERT JAMES SALES INC		2585 WALDEN AVE				BUFFALO	NY	14225	
ROBERT JAMES SALES INC		PO BOX 7999				BUFFALO	NY	14225-7999	
ROBERT JOSEPH JAEGGI		1665 LONGBOW LN APT A				WEST CARROLLTON	OH	45449	
ROBERT KARST GMBH & COKG		GNEISENAUSTRASSE 27	PO BOX H 610460			BERLIN		10961	GERMANY
ROBERT KARST GMBH AND CO KG		GNEISENAUSTRASSE 27				BERLIN		10961	GERMANY
ROBERT KELLER		PO BOX 456				CALEDONIA	MI	49516	
ROBERT KELLER		PO BOX 8042				KENTWOOD	MI	49518	
ROBERT KERNS		2800 SEXTON				NORMAN	OK	73071	
ROBERT L BACKIE	VICTOR J MASTROMARCO JR ESQ	1024 N MICHIGAN AVE				SAGINAW	MI	48602	
ROBERT L BARTLETT		1464 N M 51 APT 38				OWOSSO	MI	48867	
ROBERT L BEARDSLEE		950 S OLD WOODWARD 210				BIRMINGHAM	MI	48009	
ROBERT L GODENBOGEN PC		511 FORT ST	STE 505			PORT HURON	MI	48060	
ROBERT L JOHNSON		1800 N STANTON ST NO 304				EL PASO	TX	79902	
ROBERT L JONES		3225 FOREST HILL AVE				FLINT	MI	48504	
ROBERT L KISTLER SERVICE CORP		300 BUELL RD				ROCHESTER	NY	14624	
ROBERT L MCNABB		7092 GLEN OAK DR				GRAND BLANC	MI	48439	
ROBERT L MORRIS & ASSOCIATES		PC ADD CHG 2 98	6059 S QUEBEC ST STE 630	NEED W9		ENGLEWOOD	CO	80111	
ROBERT L RANSBURG JR		9908 E 84TH ST				RAYTOWN	MO	64138	
ROBERT L RICE		1 LIBBY COURT				FRANKLIN	OH	45005	
ROBERT L SCHWARB		233 S GRATIOT				MT CLEMENS	MI	48043	
ROBERT L SWARTWOOD		11190 N LINDEN RD				CLIO	MI	48420-8504	
ROBERT L WILSON		2703 SHADOW LAKE DR				LAKE ORION	MI	48360	
ROBERT LANE ENTERPRISES		1306 N JEFFERSON ST				ALBANY	GA	31701-2059	
ROBERT LEE LYON		2384 WILLOW VIEW DR				INDIANAPOLIS	IN	46239	
ROBERT LYNN MIMS		334 HOOVER CIR				TONEY	AL	35773-9771	
ROBERT M CRAIG		20800 SOUTHFIELD				SOUTHFIELD	MI	48075	
ROBERT M CRITES		1030 S GRAND TRAVERSE				FLINT	MI	48502	
ROBERT M JUNCOSA		882 WEST BRIDGE ST				MORRISVILLE	PA	19067	
ROBERT M KRAWCZYK		3159 ELTON RD				DELEVAN	NY	14042	
ROBERT M PALUSZAK II		909 TAREY DR				ESSEXVILLE	MI	48732	
ROBERT M PURDY		2294 E DODGE RD				CLIO	MI	48420	
ROBERT M SLIFE & ASSOCIATES		INC	2754 WOODHILL RD			CLEVELAND	OH	44104	
ROBERT M STELICK		7629 WILLITS RD				FOSTORIA	MI	48435	
ROBERT M WEISS		280 N WOODWARD STE 406				BIRMINGHAM	MI	48009	
ROBERT M WOOD		PO BOX 678				MANASQUAN	NJ	08736	
ROBERT MACLEOD		PMB 725	1930 VILLAGE CENTER CIR STE 3			LAS VEGAS	CA	89134-6245	
ROBERT MCKEOWN COMPANY		111 CHAMBERS BROOK RD				BRANCHBURG	NJ	08876	
ROBERT MCKEOWN COMPANY INC		111 CHAMBERS BROOK RD				BRANCHBURG	NJ	08876	
ROBERT MONREAN		1694 LUCRETIA DR				GIRARD	OH	44420	
ROBERT MORRIS COLLEGE		CONTINUING EDUCATION	600 FIFTH AVE			PITTSBURG	PA	15219	
ROBERT MORRIS COLLEGE		STUDENT ACCOUNTS OFFICE	NARROWS RUN RD			CORAOPOLIS	PA	15108	
ROBERT MUDDIMAN LTD		ROMATEC	6535 HENRI BOURASSA O			MONTREAL	PQ	H4R 1C9	CANADA
ROBERT N KILBERG ESQ		30 E PADONIA RD	PADONIA CENTRE STES 400 401			TIMONIUM	MD	21093	
ROBERT N KILBERG ESQ		30E PADONIA RD STE400 401				TIMONIUM	MD	21093	
ROBERT NOONAN CO THE		1151 CHURCHILL CIRCLE				ROCHESTER	MI	48307	
ROBERT O BIGELOW	STEVE DAVIES	MELLON PRIVATE WEALTH MGMT	THREE MELLON CENTER STE 1215			PITTSBURGH	PA	15259	
ROBERT OR BRENDA ENOS		211 E RIVER RD				FLUSHING	MI	48433	
ROBERT P FARRAN		108 MAC LYNN				TROY	MI	48089	
ROBERT P RICKETSON		17074 BLACKFOOT TR				HOWARD CITY	MI	49329	
ROBERT P SCHULHOF & ASSOC		1317 WEST MAIN				CARBONDALE	IL	62901	
ROBERT P SCHULHOF AND ASSOC		1317 WEST MAIN				CARBONDALE	IL	62901	
ROBERT P THIBEAUX		SHER GARNER CAHILL RICHTER KLEIN & HILBERT, LLC	909 POYDRAS ST STE 2800			NEW ORLEANS	LA	70122	
ROBERT PLUMMER PHD		5444 STATE ST				SAGINAW	MI	48603	
ROBERT POTRZEBOWSKI JR		312 E WISCONSIN AVE STE 501				MILWAUKEE	WI	53202	
ROBERT PYRCIAK		3047 LIVINGSTON AVE				NIAGARA FLS	NY	14303	
ROBERT Q ROMANELLI		10TH FL COLUMBIA CTR	101 WEST BIG BEAVER RD			TROY	MI	48084-4160	
ROBERT R ANDREAS & SONS		3701 SOUTH 61ST AVE				CICERO	IL	60804	
ROBERT R CAMPBELL INC		901 RIVER ST	PO BOX 11147			LANSING	MI	48901	
ROBERT R MCCORMICK SCHOOL OF		ENGINEERING & APPLIED SCIENCES	NORTHWESTERN UNIVERSITY	2145 SHERIDAN RD		EVANSTON	IL	60208-3119	
ROBERT R SAVIERS		PO BOX 49095				DAYTON	OH	45449	
ROBERT RICKETSON		7032 MAPLELAWN				HUDSONVILLE	MI	49426	
ROBERT ROCHA		20312 NORTH 106TH LN				PEORIA	AZ	85382	
ROBERT ROCHELLE		DELINQUENT TAX ATTY	109 CASTLE HEIGHTS AVE N			LEBANON	TN	37087	
ROBERT ROMANELLI		101 W BIG BEAVER RD				TROY	MI	48084	
ROBERT S ANDERSON		29301 GRAND RIVER AVE				FARMNGTN HLS	MI	48336	
ROBERT S BATTIPAGLIA &		ASSOCIATES	17621 PRINCESS ANNE DR			OLNEY	MD	20832	
ROBERT S BATTIPAGLIA AND ASSOCIATES		17621 PRINCESS ANNE DR				OLNEY	MD	20832	
ROBERT S GRABEMANN		321 SOUTH PLYMOUTH CT	10TH FL			CHICAGO	IL	60604	
ROBERT S KOOR		PO BOX 428				MUNCIE	IN	47308	
ROBERT S MILLER		2966 S ADDISON CIR				OAKLAND TWP	MI	48306	
ROBERT S OSTASH		2436 W GERMAN RD				BAY CITY	MI	48708	
ROBERT S SCHARNOWSKE		251 E 600 N				ALEXANDRIA	IN	46001	
ROBERT S SCOTT AND JOAN L SCOTT JT TEN		42 BAYSIDE DR				PALM COAST	FL	32137	
ROBERT S STEFKO		2951 AUTUMNWOOD TRL				POLAND	OH	44514	
ROBERT S SCHAICH		1155 APT 1 MEADOW LAKE DR				VISTA	CA	92084	
ROBERT SCHAICH		430 STONEY POINT WAY 128				OCEANSIDE	CA	92054	
ROBERT SCOTT		2527 FOREST SPRINGS DR				WARREN	OH	44484	

Delphi Corporation
Creditor Matrix

CreditorName	CreditorNoticeName	Address1	Address2	Address3	Address4	City	State	Zip	Country
VICKI DRAVES MYERS		1181 N STEEL RD				MERRILL	MI	48637	
VICKI E STOFFEL CLERK		C/O CHILD SUPPORT	PO BOX 228			HUNTINGTON	IN	46750	
VICKI E STOFFEL CLERK		PO BOX 228				HUNTINGTON	IN	46750	
VICKI L FEITH		11288 ROOSEVELT RD				SAGINAW	MI	48609	
VICKI L MCGRATH		5959 TOURNAMENT DR				WATERVILLE	OH	43566	
VICKI L VAN NORMAN		2244 LAUREL AVE				ADRIAN	MI	49221	
VICKI L VAN NORMAN	LAW OFFICES OF ROY R WINN	ROY R WINN	28 N SAGINAW	THE OAKLAND TOWNE CENTER STE 915		PONTIAC	MI	48342	
VICKI LYNN KOCUR		12067 SWAN CREEK RD				SAGINAW	MI	48609	
VICKI PRESTON		75 WINTON RD S				ROCHESTER	NY	14610	
VICKI STANLEY		2510 N MAPLE GROVE HWY				HUDSON	MI	49247	
VICKIE GUADANOLI		5 LUDDY COURT APT F				BALTIMORE	MD	21234	
VICKIE L GENSLE		3450 LAKE RD				WILSON	NY	14172	
VICKIE LYNN TOMNITZ		RT 1 BOX 138 23				WARRENTON	MO	63383	
VICKIE WARE		607 WOODLAKE LN				PONTIAC	MI	48340-1190	
VICKREY CHESTER		1174 SANLOR AVE APT D				W MILTON	OH	45383	
VICKREY, SHELIA		329 W HAYES ST				WEST MILTON	OH	45383	
VICKY L DOLLY		8516 CHESTNUT RIDGE RD				GASPORT	NY	14067	
VICKY TANG		51 HEMLOCK LN				MILPITAS	CA	95035	
VICOL EDWARD		920 BREWER RD				SEDONA	AZ	86336-6229	
VICOMA TOOL & DIE CO INC		331 53RD ST				WEST NEW YORK	NJ	07093	
VICOMA TOOL & DIE INC		VICOMA TOOL & DYE	331 53RD ST			WEST NEW YORK	NJ	07093	
VICOMA TOOL AND DIE CO INC		331 53RD ST				WEST NEW YORK	NJ	07093	
VICOR CORP		23 FRONTAGE RD				ANDOVER	MA	01810	
VICOR CORP		25 FRONTAGE RD				ANDOVER	MA	01810	
VICOR CORP		PO BOX 4628				BOSTON	MA	02212-4628	
VICOUNT INDUSTRIES EFT		24704 HATHAWAY				FARMINGTON HILLS	MI	48018	
VICOUNT INDUSTRIES INC		24704 HATHAWAY				FARMINGTON HILLS	MI	48335-1543	
VICTOR A FERGUSON		1696 COUNTRYSIDE DR				BEAVERCREEK	OH	45432	
VICTOR B SHOUSH AND SUSAN S SHOUSH		265 ALPINE DR				PARAMUS	NJ	07652-1316	
VICTOR D KRUPPA		2300 W INA RD 8102				TUCSON	AZ	85741	
VICTOR GARY		7168 MARIGOLD DR				WHEATFIELD	NY	14120	
VICTOR GRIDER		204 N ROBINSON STE 1235				OKLAHOMA CTY	OK	73102	
VICTOR J MASTROMARCO JR		ATTORNEY FOR PLAINTIFF	1024 N MICHIGAN AVE			SAGINAW	MI	48602-4325	
VICTOR JAMES VERDEV		5646 RUSH RD				CONOVER	WI	54519	
VICTOR MANUEL REYES URIAS EFT		MAQUINADOS Y AUTOMATIZACION	CMV	6001 GATEWAY WEST 606		EL PASO	TX	79925	
VICTOR METALS	ACCOUNTS PAYABLE	29319 CLAYTON AVE				WICKLIFFE	OH	44092	
VICTOR REINZ VALVE SEALS LLC		301 PROGRESS WAY				AVILLA	IN	46710	
VICTOR TAPIA		2623 BURLY AVE				ORANGE	CA	92869	
VICTOR USA INC		14701 CUMBERLAND DR A 103				DELRAY BEACH	FL	33446	
VICTOR USA INC	ACCOUNTS PAYABLE	PO BOX 480462				DELRAY BEACH	FL	33448	
VICTOR VALLEY COLLEGE		18422 BEAR VALLEY RD				VICTORVILLE	CA	92392	
VICTOR VARGAS		404 E 19TH AVE				SAN MATEO	CA	94403	
VICTOR WENDY		1010 BENT OAK				ADRIAN	MI	49221	
VICTOR, GARY C		7168 MARIGOLD DR				WHEATFIELD	NY	14120	
VICTORIA IORDAN		865 AHERN COURT				SUWANEE	GA	30024	
VICTORIA J BRADEN		ACCT OF SCOTT KARASEK	CASE 93-A-06472-5	5726 FAIRLEY HALL COURT		NORCROSS	GA	33248-2340	
VICTORIA J BRADEN ACCT OF SCOTT KARASEK		CASE 93 A 06472 5	5726 FAIRLEY HALL COURT			NORCROSS	GA	30092	
VICTORIA JANE BRADEN		5726 FAIRLEY HALL COURT				NORCROSS	GA	30092	
VICTORIA L GLASS		PO BOX 176				PLEASANT LK	MI	49272	
VICTORIA LEFAN C O DISTRICT CLK CS		PO BOX 340				WEATHERFORD	TX	76086	
VICTORIA RUSSEY		1905 OAK HILL RD				FORT WORTH	TX	76112	
VICTORIA V KREMSKI		PO BOX 187				OWOSSO	MI	48867	
VICTORIA VARGA		1005 COYNE PL				WILMINGTON	DE	19805	
VICTORY EXPRESS INC		55 VICTORY SAFETY LN				MEDWAY	OH	45341	
VICTORY EXPRESS INC		BOX 858075				WESTLAND	MI	48185	
VICTORY PACKAGING		PROLONG AV UNIONES NO 94	FRACC IND DEL NORTE			MATAMOROS	TAM	87316	MX
VICTORY PACKAGING		2111 HESTER ST				DONNA	TX	78537	
VICTORY PACKAGING		4949 SW 20TH				OKLAHOMA CITY	OK	73128	
VICTORY PACKAGING		PO BOX 844138				DALLAS	TX	75284-4138	
VICTORY PACKAGING		PO BOX 844150				DALLAS	TX	75284-4150	
VICTORY PACKAGING	BENJAMIN SAMUELS	3555 TIMMONS LN 1440				HOUSTON	TX	77027	
VICTORY PACKAGING	BILL POLYNIK	2111 HESTER AVE				DONNA	TX	78537	
VICTORY PACKAGING	DAVID MALLY	PO BOX 844138				DALLAS	TX	75284-1438	
VICTORY PACKAGING	GARY ZIMMERMAN	6250 BROOK HOLLOW PKWY				NORCROSS	GA	30071	
VICTORY PACKAGING	REX WESTERFIELD	9010 W LITTLE YORK				HOUSTON	TX	77040	
VICTORY PACKAGING	ROBERT EGAN	3555 TIMMONS LN STE 1440				HOUSTON	TX	77027	
VICTORY PACKAGING	TERRY SELLS	2111 HESTER AVE	PO BOX 579			DONNA	TX	78537	
VICTORY PACKAGING	WILLIAM BERRY	CARRETERA REYNOSA	RIO BRAVO BR ECHA 102			REYNOSA		M88500	MEXICO
VICTORY PACKAGING EFT		PO BOX 844138				DALLAS	TX	75284-4138	
VICTORY PACKAGING DE MEXICO S		BRECHA 102 CARRETERA A MATAMOR				REYNOSA		88780	MEXICO
VICTORY PACKAGING DE MEXICO S		CRISTOBAL COLON 11360				CHIHUAHUA		31109	MEXICO
VICTORY PACKAGING DE MEXICO S		JAPETO NO 802				GUADALUPE		67197	MEXICO
VICTORY PACKAGING DE MEXICO S		NEPTUNO 1917 INT 3 B Y 4 B				CD JUAREZ		32540	MEXICO
VICTORY PACKAGING DE MEXICO S DE RL		COL SATELITE				CD JUAREZ	CHI	32540	MX
VICTORY PACKAGING DE MEXICO S DE RL		PARQUE INDUSTRIAL EL SAUCITO				CHIHUAHUA	CHI	31125	MX
VICTORY PACKAGING DE MEXICO S DE RL		PARQUE INDUSTRIAL FINSA				MATAMOROS	TMS	87316	MX
VICTORY PACKAGING EFT		1585 WESTBELT DR				COLUMBUS	OH	43228-3839	
VICTORY PACKAGING EFT		2111 HESTER ST				DONNA	TX	78537	
VICTORY PACKAGING EFT		6938 KINNE ST				EAST SYRACUSE	NY	13057-1028	
VICTORY PACKAGING EFT		PO BOX 840727				DALLAS	TX	75284-0727	
VICTORY PACKAGING EFT 1		2111 HESTER ST				DONNA	TX	78537	

Exhibit C

*Attorneys at Law*

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Facsimile: 248.593.2603
www.ogletreedeakins.com

Richard M. Tuyn
richard.tuyn@ogletreedeakins.com

April 12, 2010

Manda L. Westervelt, Esq.
The Mastromarco Firm
1024 N. Michigan Avenue
Saginaw, Michigan 48602

RE: *Leigh Ochoa v. DPH Holdings Co.*
Case No 09-14383

Dear Ms. Westervelt:

I write regarding *Leigh Ochoa v. DPH Holdings Co.* (the "Proceeding"). Please be aware that Plaintiff is precluded from proceeding by virtue of the Plan Modification Order entered by the United States Bankruptcy Court for the Southern District of New York on July 30, 2009. Specifically, your client is permanently enjoined from taking action in the Proceeding pursuant to Article 11.14 of the Defendant's plan of reorganization and paragraph 22 of the Bankruptcy Court's order approving the plan of reorganization. Moreover, because your client failed to file an administrative expense claim form in accordance with the procedures approved by the Bankruptcy Court evidencing the liabilities asserted in the Proceeding, your client's claim is barred. (See paragraph 47 of the Bankruptcy Court's order approving the Defendant's plan of reorganization; *see also*, paragraph 9, Notice of Effective Date.) Accordingly, we hereby have attached for your review and execution the enclosed joint stipulation agreeing to dismiss the Proceeding.

If, by April 20, 2010, we have not heard from you in response to this letter, or if you indicate that you will not agree to voluntarily dismiss this case, the Defendant will be forced to exercise its legal alternatives including, but not limited to, instituting proceedings in the Bankruptcy Court to enforce the plan of reorganization approved by the Bankruptcy Court and stay the Proceeding. As a courtesy, I have enclosed a summary of the relevant procedural history and applicable provisions from the plan of reorganization and the Bankruptcy Court's orders. For a copy of relevant orders, as well the Notice of Effective Date, please go to <http://www.dphholdingsdocket.com>.

Manda L. Westervelt, Esq.
April 12, 2010
Page 2

Thank you for your immediate attention to this matter.

Very truly yours,

OGLETREE, DEAKINS, NASH,
SMOAK & STEWART, PLLC



Richard M. Tuyn

RMT/kv
Enclosures

8478598.1 (OGLETREE)

SUMMARY OF PROCEDURAL HISTORY AND APPLICABLE PROVISIONS

In connection with the First Amended Joint Plan Of Reorganization Of Delphi Corporation And Certain Affiliates, Debtors And Debtors-In-Possession (As Modified) (Docket No. 17030) (the "Modified Plan"),¹ the Debtors sought an order from the Bankruptcy Court, among other things, establishing a bar date for the submission of claims asserting administrative expense priority under 11 U.S.C. § 503(b) and approving the Modified Plan. In connection therewith, and after notice and a hearing, on June 16, 2009, the Bankruptcy Court entered that certain Order (A)(I) Approving Modifications To Debtors' First Amended Plan Of Reorganization (As Modified) And Related Disclosures And Voting Procedures And (II) Setting Final Hearing Date To Consider Modifications To Confirmed First Amended Plan Of Reorganization And (B) Setting Administrative Expense Claims Bar Date And Alternative Transaction Hearing Date (Docket No. 17032) (the "Modification Procedures Order"). Pursuant to paragraphs 38 and 41 of the Modification Procedures Order:

[A]ny party that wishes to assert an administrative claim under 11 U.S.C. § 503(b) for the period from the commencement of these cases through June 1, 2009 shall file a proof of administrative expense (each, an "Administrative Expense Claim Form") for the purpose of asserting an administrative expense request, including any substantial contribution claims (each, an "Administrative Expense Claim" or "Claim") against any of the Debtors. July 15, 2009 at 5:00 p.m. prevailing Eastern time shall be the deadline for submitting all Administrative Expense Claims (the "[Initial] Administrative Expense Bar Date") for the period from the commencement of these cases through June 1, 2009.

Modification Procedures Order ¶38.

[A]ny party that is required but fails to file a timely Administrative Expense Claim Form shall be forever barred, estopped and enjoined from asserting such claim against the Debtors, and the Debtors and their property shall be forever discharged from any and all indebtedness, liability, or obligation with respect to such claim.

Modification Procedures Order ¶41.

On July 30, 2009, the Bankruptcy Court entered its Order Approving Modifications Under 11 U.S.C. § 1127(b) to (I) First Amended Joint Plan of Reorganization of Delphi Corporation and Certain Affiliates, Debtors and Debtors-In-Possession, as Modified and (II) Confirmation Order (Docket No. 12359) (Docket No. 18707) (the "Modification Approval Order"), which confirmed the Modified Plan. On October 6, 2009, the Modified Plan was substantially consummated and became effective. On that date, the Debtors emerged from chapter 11 as reorganized entities (the "Reorganized Debtors") and many of the corporate entities changed their corporate names.

¹ All references herein to the Bankruptcy Court Docket can be found at www.dphholdingsdocket.com.

Paragraph 47 of the Modification Approval Order provides in part (emphasis added):

[R]equests for payment of an Administrative [Expense] Claim (other than as set forth in the Modified Plan or otherwise contemplated by the Master Disposition Agreement, i.e., for such claims arising on or after June 1, 2009) must be filed, in substantially the form of the Administrative Claim Request Form attached as Exhibit 10.5 to the Modified Plan, with the Claims Agent and served on counsel for the Debtors and the Creditors' Committee no later than 30 days notice of after the Effective Date is filed on the docket of the Chapter 11 Cases [November 5, 2009].² **Any request for payment of an Administrative Claim pursuant to this paragraph that is not timely filed and served shall be disallowed automatically** without the need for any objection from the Debtors or the Reorganized Debtors.

Modification Approval Order ¶ 47 (emphasis added).

In addition, the Modified Plan provides that:

[T]he distributions and rights that are provided in [the Modified] Plan shall be in complete satisfaction, discharge, and release, effective as of the Effective Date, of Claims and Causes of Action, whether known or unknown, against, liabilities of, liens on, obligations of, rights against, and Interests in the Debtors or any of their assets or properties, regardless of whether any property shall have been distributed or retained pursuant to [the Modified] Plan on account of such Claims, rights, and Interests, including, but not limited to, Claims and Interests that arose before the Effective Date

Modified Plan Art. 11.2.

[T]he satisfaction, release, and discharge pursuant to [Article XI of the Modified Plan] **shall act as an injunction against any Person commencing or continuing any action, employment of process, or act to collect, offset, or recover any Claim, Interest, or Cause of Action satisfied, released, or discharged under [the Modified] Plan to the fullest extent authorized or provided by the Bankruptcy Code**

Modified Plan Art. 11.14 (emphasis added). Similarly, paragraph 22 of the Modification Approval Order provides that:

[T]he Debtors and all Persons shall be precluded and permanently enjoined on and after the Effective Date from (a) commencing or continuing in any manner any Claim, action, employment of process, or other proceeding of any kind with respect to any Claim, Interest, Cause of Action, or any other right or Claim against the Reorganized Debtors, which they possessed or may possess prior to

² The Effective Date of the Plan was October 6, 2009, which means Bar Date for Admin Claims that arose after June 1, 2009, was November 5, 2009.

the Effective Date, (b) the enforcement, attachment, collection, offset, recoupment, or recovery by any manner or means of any judgment, award, decree, order, or otherwise with respect to any Claim, Interest, Cause of Action, or any other right or Claim against the Reorganized Debtors, which they possessed or may possess prior to the Effective Date, (c) creating, perfecting, or enforcing any encumbrance of any kind with respect to any Claim, Interest, Cause of Action, or any other right or Claim against the Reorganized Debtors, which they possessed or may possess prior to the Effective Date, and (d) asserting any Claims, Interests, or Causes of Action that are satisfied, discharged, released, or subject to exculpation hereby or by the Modified Plan.

Modification Approval Order ¶ 22.

8478598.1 (OGLETREE)

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN
NORTHERN DIVISION

LEIGH OCHOA,

Plaintiff,

v.

DPH HOLDINGS CORPORATION,

Defendant.

Case No. 09-14383
Hon. Thomas L. Ludington
Mag. Judge Charles E. Binder

VICTOR J. MASTROMARCO, JR. (P34564)
MANDA L. WESTERVELT (P62597)
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debra.colby@ogletreedeakins.com

**STIPULATION FOR ORDER OF DISMISSAL
WITH PREJUDICE AND WITHOUT COSTS**

IT IS HEREBY STIPULATED by and between the parties hereto, through their undersigned counsel, that the above-entitled matter shall be dismissed with prejudice and without costs to any party.

VICTOR J. MASTROMARCO, JR. (P34564)
MANDA L. WESTERVELT (P62597)
The Mastromarco Firm
Attorneys for Plaintiff
1024 N. Michigan Ave.
Saginaw, Michigan 48602
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DEBRA A. COLBY (P60438)
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UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN
NORTHERN DIVISION

LEIGH OCHOA,

Plaintiff,

v.

DPH HOLDINGS CORPORATION,

Defendant.

Case No. 09-14383

Hon. Thomas L. Ludington

Mag. Judge Charles E. Binder

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MANDA L. WESTERVELT (P62597)

The Mastromarco Firm

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Bloomfield Hills, Michigan 48304

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**ORDER OF DISMISSAL
WITH PREJUDICE AND WITHOUT COSTS**

Upon reading and filing the foregoing stipulation, and the Court being otherwise fully advised in the premises;

IT IS HEREBY ORDERED that the above-entitled case is dismissed with prejudice and without costs to any party.

THIS IS A FINAL ORDER WHICH DISPOSES OF ALL CLAIMS IN THE CASE.

Dated: April ____, 2010

U.S. District Court Judge

Exhibit D

THE MASTROMARCO FIRM

A PROFESSIONAL CORPORATION
ATTORNEYS AT LAW
1024 N. MICHIGAN AVENUE
SAGINAW, MI 48602

VICTOR J. MASTROMARCO, JR.**
RUSSELL C. BABCOCK
MANDA L. WESTERVELT
CHRISTINA M. VENTIMIGLIA

TELEPHONE (989) 752-1414

FACSIMILE (989) 752-6202

E-MAIL: VMASTROMAR@AOL.COM
**ALSO ADMITTED IN IOWA

April 20, 2010

Mr. Richard M. Tuyn
Ms. Debra A. Colby
Ogletree, Deakins, Nash, Smoak
& Stewart, PLLC
33 Bloomfield Hills Pkwy., Ste. 120
Bloomfield Hills, MI 48304

Re: Ochoa v DPH Holdings Corp.
Case No. 09-14383

Dear Mr. Tuyn:

I am in receipt of a letter from you dated April 12, 2010. In that letter you suggest that Plaintiff's claim is barred by the Delphi Bankruptcy proceedings. In support of your position you cite to several provisions in the Delphi's Modified Restructuring Plan and an Order issued by the Bankruptcy Court approving of the plan for reorganization. However, these documents, and the Delphi Bankruptcy proceedings do not bar Plaintiff's cause of action against DPH Holdings Co.. The Bankruptcy Court's order specifically states the following:

[A]ny party that wishes to assert an administrative claim under 11 U.S.C. 503(b) for the period from the commencement of these cases through **June 1, 2009** shall file a proof of administrative expense (each, an "Administrative Expense Claim Form") for the purpose of asserting an administrative expense request, including any substantial contribution claims (each, an "Administrative Expense Claim" or "Claim") against any of the Debtors. **July 15, 2009 at 5 p.m.** prevailing Eastern time shall be the deadline for submitting all Administrative Expense Claims (the "[Initial] Administrative Expense Bar Date") for the period from the commencement of these cases through **June 1, 2009**.

Modification Procedures Order ¶38.

Plaintiff Leigh Ochoa's claim does not arise until after the deadline's mentioned above. The Plaintiff was terminated in August of 2009, and therefore is not barred by the modified restructuring plan in the Delphi Bankruptcy Proceedings. It would have been impossible for Plaintiff to comply with the above requirements and as such, Plaintiff will not agree to stipulate to a dismissal of her action.

Thank you.

Sincerely,

A handwritten signature in cursive script that reads "Manda L. Westervelt". The signature is written in dark ink and is positioned above the printed name.

MANDA L. WESTERVELT

Exhibit E

*Attorneys at Law*

Governor's Place
33 Bloomfield Hills Parkway, Suite 120
Bloomfield Hills, MI 48304
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Facsimile: 248.593.2603
www.ogletreedeakins.com

Richard M. Tuyn
richard.tuyn@ogletreedeakins.com

April 27, 2010

VIA FACSIMILE and U.S. Mail

Manda L. Westervelt, Esq.
The Mastromarco Firm
1024 N. Michigan Avenue
Saginaw, Michigan 48602

RE: *Leigh Ochoa v. DPH Holdings Co.*
Case No 09-14383

Dear Ms. Westervelt:

We received your letter indicating that you believe Plaintiff's claims are not barred by the bankruptcy proceedings. While we agree with your assessment of the language you cited, we would refer you to additional language which does bar your client's claims. By way of background, there were actually three bar dates in total. The first was for pre-petition (Pre-10/8/2005) claims which had to be filed by July 31, 2006. The second, usually referred to as the "Initial Administrative Claims Bar Date" was for claims arising from October 8, 2005 to June 1, 2009. The third, referred to as the "Final Administrative Claims Bar Date" was for claims arising after June 1, 2009 but before the Effective Date of the plan of reorganization (October 6, 2009). As you point out, Leigh Ochoa's claims fall into the latter category.

In the Notice of (A) Order Approving Modifications to First Amended Joint Plan of Reorganization of Delphi Corporation and Certain Affiliates, Debtors and Debtors-In-Possession and (B) Occurrence of Effective Date (Docket No. 18958)(attached hereto as Exhibit A), it specifically states that the Effective Date of the Modified Plan is October 6, 2009. Under the Bankruptcy Court's Orders, all claims which accrued prior to the Effective Date (i.e., prior to October 6, 2009) had to be filed no later than November 5, 2009. Indeed, under the Administrative Bar Date section of the Notice of Effective Date, it specifically states that:

Requests for payment of an Administrative Claim (other than as set forth in Article X of the Modified Plan), must be filed with the Claims Agent and served on counsel for the Debtors and the Creditors' Committee no later than November 5, 2009 or shall be disallowed automatically without the need for any objection from the Debtors or Reorganized Debtors. Unless the Debtors or the Reorganized Debtors object to an Administrative Claim on or prior to May 4, 2010 (unless such objection period is extended by the Bankruptcy Court), such Administrative Claim shall be deemed allowed in the amount requested. In the event that the

Manda L. Westervelt, Esq.
April 27, 2010
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Debtors or the Reorganized Debtors object to an Administrative Claim, the Bankruptcy Court shall determine the allowed amount of such Administrative Claim.

This language is consistent with the Order Approving Modifications under 11 U.S.C. § 1127(b) to (I) First Amended Joint Plan of Reorganization of Delphi Corporation and Certain Affiliates, Debtors and Debtors-in-Possession, as Modified and (II) Confirmation Order (Docket No. 12359)). Specifically, in Paragraph 47 of that Order it states:

[R]equests for payment of an Administrative [Expense] Claim (other than as set forth in the Modified Plan or otherwise contemplated by the Master Disposition Agreement, i.e., for such claims arising on or after June 1, 2009) must be filed, in substantially the form of the Administrative Claim Request Form attached as Exhibit 10.5 to the Modified Plan, with the Claims Agent and served on counsel for the Debtors and the Creditors' Committee no later than 30 days notice of after the Effective Date is filed on the docket of the Chapter 11 Cases [November 5, 2009].¹ **Any request for payment of an Administrative Claim pursuant to this paragraph that is not timely filed and served shall be disallowed automatically** without the need for any objection from the Debtors or the Reorganized Debtors.

Exhibit B, Modified Plan, Paragraph 47 (emphasis added). In addition, the Modified Plan provides that:

[T]he distributions and rights that are provided in [the Modified] Plan shall be in complete satisfaction, discharge, and release, effective as of the Effective Date, of Claims and Causes of Action, whether known or unknown, against, liabilities of, liens on, obligations of, rights against, and Interests in the Debtors or any of their assets or properties, regardless of whether any property shall have been distributed or retained pursuant to [the Modified] Plan on account of such Claims, rights, and Interests, including, but not limited to, Claims and Interests that arose before the Effective Date

Modified Plan Art. 11.2(emphasis added).

[T]he satisfaction, release, and discharge pursuant to [Article XI of the Modified Plan] **shall act as an injunction against any Person commencing or continuing any action, employment of process, or act to collect, offset, or recover any Claim, Interest, or Cause of Action satisfied, released, or discharged under**

¹ The Effective Date of the Plan was October 6, 2009, which means Bar Date for Admin Claims that arose after June 1, 2009, was November 5, 2009.

Manda L. Westervelt, Esq.
April 27, 2010
Page 3

**[the Modified] Plan to the fullest extent authorized or provided by the
Bankruptcy Code**

Modified Plan Art. 11.14 (emphasis added). Similarly, paragraph 22 of the Modification Approval Order provides that:

[T]he Debtors and all Persons shall be precluded and permanently enjoined on and after the Effective Date from (a) commencing or continuing in any manner any Claim, action, employment of process, or other proceeding of any kind with respect to any Claim, Interest, Cause of Action, or any other right or Claim against the Reorganized Debtors, which they possessed or may possess prior to the Effective Date, (b) the enforcement, attachment, collection, offset, recoupment, or recovery by any manner or means of any judgment, award, decree, order, or otherwise with respect to any Claim, Interest, Cause of Action, or any other right or Claim against the Reorganized Debtors, which they possessed or may possess prior to the Effective Date, (c) creating, perfecting, or enforcing any encumbrance of any kind with respect to any Claim, Interest, Cause of Action, or any other right or Claim against the Reorganized Debtors, which they possessed or may possess prior to the Effective Date, and (d) asserting any Claims, Interests, or Causes of Action that are satisfied, discharged, released, or subject to exculpation hereby or by the Modified Plan.


Modification Approval Order ¶ 22(emphasis added).

Based on these Orders, any claim that Leigh Ochoa had against Delphi had to be filed no later than November 5, 2009, and her current claims are untimely and improper. We are attaching the relevant provisions of the Orders/notices for your ease of reference. Complete copies of these documents are available at <http://dphholdingsdocket.com>. After you have had an opportunity to review these documents, please advise whether you are willing to dismiss this action or whether a motion is necessary. If we do not hear from you by May 3, 2010, we will be forced to file a motion to dismiss.

Thank you for your immediate attention to this matter.

Very truly yours,

OGLETREE, DEAKINS, NASH,
SMOAK & STEWART, PLLC


Richard M. Tuyn

RMT/kv
Enclosures

EXHIBIT A

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UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

-----	-	x
	:	
In re	:	Chapter 11
	:	
DELPHI CORPORATION, <u>et al.</u> ,	:	Case No. 05-44481 (RDD)
	:	
Debtors.	:	(Jointly Administered)
	:	
-----	-	x

NOTICE OF (A) ORDER APPROVING MODIFICATIONS TO FIRST
AMENDED JOINT PLAN OF REORGANIZATION OF DELPHI CORPORATION
AND CERTAIN AFFILIATES, DEBTORS AND DEBTORS-IN-POSSESSION
AND (B) OCCURRENCE OF EFFECTIVE DATE

1. **Confirmation Of The Plan.** On January 25, 2008 (the "Confirmation Date"), the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court") entered an order confirming the First Amended Joint Plan Of Reorganization Of Delphi Corporation And Certain Affiliates, Debtors And Debtors-In-Possession, dated January 25, 2008 (the "Confirmed Plan"), in the Chapter 11 Cases of Delphi Corporation and certain of its subsidiaries and affiliates, the debtors and debtors-in-possession in the above-captioned cases (collectively, the "Debtors").



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2. **Approval Of Modifications To The Confirmed Plan.** On July 30, 2009 (the "Modification Approval Date"), the Bankruptcy Court entered an order (the "Modification Approval Order") approving certain modifications to the Confirmed Plan embodied in the First Amended Joint Plan Of Reorganization Of Delphi Corporation And Certain Affiliates, Debtors And Debtors-In-Possession (As Modified) (the "Modified Plan"), attached as Exhibit A to the Modification Approval Order. Unless otherwise defined in this Notice Of (A) Order Approving Modifications To First Amended Joint Plan Of Reorganization Of Delphi Corporation And Certain Affiliates, Debtors And Debtors-In-Possession And (B) Occurrence Of Effective Date, capitalized terms and phrases used herein have the meaning(s) given to them in the Modified Plan and the Modification Approval Order.

3. **Effective Date.** On October 6, 2009, the Effective Date of the Modified Plan occurred. The Modified Plan was substantially consummated at a closing that occurred at the offices of Skadden, Arps, Slate, Meagher & Flom LLP in New York City, New York; provided however, that all of the transactions contemplated by the Master Disposition Agreement and related agreements to occur at the closing are effective for tax and accounting purposes as of 11:58 p.m., local time, on the Closing Date as defined in the Master Disposition Agreement.

4. **Discharge Of Claims And Termination Of Interests.** Pursuant to section 1141(d) of the Bankruptcy Code, except as otherwise specifically provided in the Modified Plan, Confirmation Order, or Modification Approval Order, the distributions and rights that are provided in the Modified Plan shall be in complete satisfaction, discharge, and release, effective as of the Effective Date, of Claims and Causes of Action, whether known or unknown, against, liabilities of, liens on, obligations of, rights against, and Interests in the Debtors or any of their assets or properties, regardless of whether any property shall have been distributed or retained pursuant to the Modified Plan on account of such Claims, rights, and Interests, including, but not limited to, Claims and Interests that arose before the Effective Date, and all debts of the kind specified in sections 502(g), 502(h), or 502(i) of the Bankruptcy Code, in each case whether or not (a) a proof of claim or interest based upon such Claim, debt, right, or Interest is filed or deemed filed under section 501 of the Bankruptcy Code, (b) a Claim or Interest based upon such Claim, debt, right, or Interest is allowed under section 502 of the Bankruptcy Code, or (c) the holder of such a Claim, right, or Interest accepted the Modified Plan. Due to the occurrence of the Effective Date, the Modification Approval Order shall be a judicial determination of the discharge of all Claims against and Interests in the Debtors.

5. **Injunctions.**

(a) Subject to Article 11.13 of the Modified Plan, the satisfaction, release, and discharge pursuant to Article XI of the Modified Plan shall act as an injunction against any Person commencing or continuing any action, employment of process, or act to collect, offset, or recover any Claim, Interest, or Cause of Action satisfied, released, or discharged under the Modified Plan to the fullest extent authorized or provided by the Bankruptcy Code, including, without limitation, to the extent provided for or authorized by sections 524 and 1141 thereof.

(b) By accepting distributions pursuant to the Modified Plan, each Holder of an Allowed Claim shall be deemed to have specifically consented to the injunctions set forth in Article XI of the Modified Plan.

6. **Release By Debtors Of Certain Parties.** Pursuant to section 1123(b)(3) of the Bankruptcy Code, but subject to Article 11.13 of the Modified Plan, effective as of the Effective Date, each Debtor, in its individual capacity and as a debtor-in-possession for and on behalf of its Estate, shall release and discharge and be deemed to have conclusively, absolutely, unconditionally, irrevocably, and forever released and discharged all Released Parties for and from any and all claims or Causes of Action

existing as of the Effective Date in any manner arising from, based on, or relating to, in whole or in part, the Debtors, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Modified Plan, the business or contractual arrangements between any Debtor and any Released Party, the restructuring of Claims and Interests prior to or in the Chapter 11 Cases, or any act, omission, occurrence, or event in any manner related to any such Claims, Interests, restructuring, or the Chapter 11 Cases. The Reorganized Debtors, including Reorganized DPH Holdings, and any newly-formed entities that will be continuing the Debtors' businesses after the Effective Date, shall be bound, to the same extent the Debtors are bound, by the releases and discharges set forth above. Notwithstanding the foregoing, nothing in the Modified Plan shall be deemed to release (i) any of the Debtors or GM from their obligations under the Delphi-GM Definitive Documents or the transactions contemplated thereby, except to the extent set forth in the Master Disposition Agreement, (ii) any of the Debtors, the Unions, or GM from their obligations under the Union Settlement Agreements or the transactions contemplated thereby, (iii) any of the Buyers from their obligations under the Master Disposition Agreement, or (iii) any of the Debtors or the Plan Investors or their affiliates from their obligations under the Investment Agreement or the transactions contemplated thereby.

7. **Release By Holders Of Claims And Interests.** On the Effective Date, (a) each Person who votes to accept the Modified Plan and (b) to the fullest extent permissible under applicable law, as such law may be extended or interpreted subsequent to the Effective Date, each entity (other than a Debtor) which has held, holds, or may hold a Claim against or Interest in the Debtors, in consideration for the obligations of the Debtors and the Reorganized Debtors under the Modified Plan and Cash, General Unsecured MDA Distribution, and other contracts, instruments, releases, agreements, or documents to be delivered in connection with the Modified Plan (each, a "Release Obligor"), shall have conclusively, absolutely, unconditionally, irrevocably, and forever released and discharged all Released Parties for and from any claim or Cause of Action existing as of the Effective Date in any manner arising from, based on, or relating to, in whole or in part, the Debtors, the subject matter of, or the transaction or event giving rise to, the claim of such Release Obligor, the business or contractual arrangements between any Debtor and Release Obligor or any Released Party, the restructuring of the claim prior to the Chapter 11 Cases, or any act, omission, occurrence, or event in any manner related to such subject matter, transaction, obligation, restructuring, or the Chapter 11 Cases, including, but not limited to, any claim relating to, or arising out of the Debtors' Chapter 11 Cases, the negotiation and filing of the Modified Plan, the filing of the Chapter 11 Cases, the formulation, preparation, negotiation, dissemination, filing, implementation, administration, confirmation, or consummation of the Modified Plan, the Disclosure Statement, the Plan Exhibits, the Delphi-PBGC Settlement Agreement, the Credit Bid, the Master Disposition Agreement, the Union Settlement Agreements, any employee benefit plan, instrument, release, or other agreement or document created, modified, amended or entered into in connection with either the Modified Plan or any other agreement with the Unions, including but not limited to the Union Settlement Agreements, or any other act taken or not taken consistent with the Union Settlement Agreements in connection with the Chapter 11 Cases; provided, however, that (A) Article 11.5 of the Modified Plan is subject to and limited by Article 11.13 of the Modified Plan and (B) 11.5 of the Modified Plan shall not release any Released Party from any Cause of Action held by a governmental entity existing as of the Effective Date based on (i) the Internal Revenue Code or other domestic state, city, or municipal tax code, (ii) the environmental laws of the United States or any domestic state, city, or municipality, (iii) any criminal laws of the United States or any domestic state, city, or municipality, (iv) the Exchange Act, the Securities Act, or other securities laws of the United States or any domestic state, city, or municipality, (v) the Employee Retirement Income Security Act of 1974, as amended, or (vi) the laws and regulations of the Bureau of Customs and Border Protection of the United States Department of Homeland Security. Notwithstanding the foregoing, all releases given by GM to (i) the Debtors and the Debtors' Affiliates shall be as set forth in the Delphi-GM Global Settlement Agreement and (ii) the Unions shall be as set forth in the Union Settlement Agreements.

8. Assumption And Assignment Of Executory Contracts And Unexpired Leases.

Subject to the terms of the Modified Plan, Modification Approval Order, and any related Bankruptcy Court orders, upon the occurrence of the Effective Date, each executory contract or unexpired lease assumed, or assumed and assigned, as applicable, pursuant to Article VIII of the Modified Plan, shall vest in and be fully enforceable by the applicable Reorganized Debtor or its assignee in accordance with its terms. On the Effective Date, all executory contracts and unexpired leases as to which any Debtor is a party are deemed automatically assumed by the applicable Reorganized Debtor in accordance with the provisions and requirements of sections 365 and 1123 of the Bankruptcy Code as of the Effective Date, unless such executory contracts or unexpired leases (a) have been previously rejected by the Debtors by Final Order of the Bankruptcy Court, (b) are the subject of a motion to reject, or that otherwise authorizes rejection, filed on or before the Modification Approval Date, (c) have been rejected or assumed pursuant to a motion to sell or transfer property or assets filed by the Debtors prior to the Effective Date, (d) have expired or terminated on or prior to the Effective Date (and were not otherwise extended) pursuant to their own terms, (e) are listed on the schedule of rejected contracts on Exhibit 8.1(a) to the Modified Plan, or (f) are otherwise rejected pursuant to the terms of the Modified Plan and/or upon the direction of either Buyer pursuant to the Master Disposition Agreement. Subject to the foregoing sentences, entry of the Modification Approval Order by the Bankruptcy Court approved the rejections, assumptions, and assumptions and assignments contemplated by the Modified Plan, the Modification Approval Order, the Master Disposition Agreement, and related documents pursuant to sections 365 and 1123 of the Bankruptcy Code as of the Effective Date.

9. Bar Dates

(a) **Administrative Bar Date.** Requests for payment of an Administrative Claim (other than as set forth in Article X of the Modified Plan), must be filed with the Claims Agent and served on counsel for the Debtors and the Creditors' Committee no later than November 5, 2009 or shall be disallowed automatically without the need for any objection from the Debtors or Reorganized Debtors. Unless the Debtors or the Reorganized Debtors object to an Administrative Claim on or prior to May 4, 2010 (unless such objection period is extended by the Bankruptcy Court), such Administrative Claim shall be deemed allowed in the amount requested. In the event that the Debtors or the Reorganized Debtors object to an Administrative Claim, the Bankruptcy Court shall determine the allowed amount of such Administrative Claim.

(b) **Professional Claims And Final Fee Applications.** All final requests for payment of Professional Claims and requests for reimbursement of expenses of members of the Statutory Committees must be filed no later than December 31, 2009. After notice and a hearing in accordance with the procedures established by the Bankruptcy Code and prior orders of the Bankruptcy Court, the allowed amounts of such Professional Claims and expenses shall be determined by the Bankruptcy Court. Pursuant to the Bankruptcy Court's prior orders, any requirement that Professionals comply with sections 327 through 331 of the Bankruptcy Code in seeking retention or compensation for services rendered terminated on the Confirmation Date, and the Reorganized Debtors have employed and paid Professionals in the ordinary course of business thereafter.

(c) **Substantial Contribution Bar Date.** Except as otherwise provided in the Modification Approval Order, any Person who requests compensation or expense reimbursement for making a substantial contribution in the Chapter 11 Cases pursuant to sections 503(b)(3), (4), and (5) of the Bankruptcy Code shall file an application with the clerk of the Bankruptcy Court on or before November 20, 2009, and serve such application on counsel for the Debtors, the Creditors' Committee, the United States Trustee for the Southern District of New York, and such other parties as may be decided by the Bankruptcy Court and the Bankruptcy Code on or before November 20, 2009, or be forever barred from seeking such compensation or expense reimbursement.

Dated: New York, New York
October 6, 2009

SKADDEN, ARPS, SLATE, MEAGHER &
FLOM LLP

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John Wm. Butler, Jr.
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Attorneys for Delphi Corporation, et al.,
Debtors and Debtors-in-Possession

EXHIBIT B

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

-----X
In re : Chapter 11
DELPHI CORPORATION, et al., : Case No. 05-44481 (RDD)
Debtors. : (Jointly Administered)
-----X

ORDER APPROVING MODIFICATIONS UNDER 11 U.S.C. § 1127(b) TO
(I) FIRST AMENDED JOINT PLAN OF REORGANIZATION OF DELPHI
CORPORATION AND CERTAIN AFFILIATES, DEBTORS AND
DEBTORS-IN-POSSESSION, AS MODIFIED AND
(II) CONFIRMATION ORDER (DOCKET NO. 12359)

("PLAN MODIFICATION ORDER")

Upon the Court's Findings of Fact, Conclusions of Law, And Order Under
11 U.S.C. §§ 1129(a) And (b) And Fed. R. Bankr. P. 3020 Confirming the First Amended
Joint Plan Of Reorganization Of Delphi Corporation ("Delphi") And Certain Affiliates,
Debtors And Debtors-In-Possession (each, a "Debtor"), As Modified (the "Confirmed
Plan"), dated January 25, 2008 (Docket No. 12359) (the "Confirmation Order"); and

Upon the Debtors' Motion for Order (I) Approving Modifications to
Debtors' First Amended Plan of Reorganization (as Modified) and Related Disclosures
and Voting Procedures and (II) Setting Final Hearing Date to Consider Modifications to
Confirmed First Amended Plan of Reorganization (Docket No. 14310), dated October 3,
2008, (the "Plan Modification Approval Motion"); and

Upon the Debtors' (A) Supplement to Motion for Order (I) Approving
Modifications to Debtors' First Amended Plan of Reorganization (as Modified) and



subject the Reorganized Debtors to any liability by reason of such transfer under the Bankruptcy Code or under applicable nonbankruptcy law, including, without limitation, any laws affecting successor or transferee liability.

20. Discharge, Releases, Limitations Of Liability, And Indemnification. Pursuant to applicable law, including sections 105(a) and 1123(b)(3) and (6) of the Bankruptcy Code, the discharge of the Debtors and any of their assets or properties provided in Article 11.2 of the Modified Plan, as approved herein, the releases set forth in Articles 11.4, 11.5, 11.6, and 11.7 of the Modified Plan, and the exculpation and limitation of liability provisions set forth in Article 11.11 of the Modified Plan, are deemed incorporated in this order as if set forth in full herein and are hereby approved as an integral part of the Modified Plan and are fair, equitable, reasonable and in the best interests of the Debtors, their estates, and holders of Claims and Interests; provided, however, notwithstanding anything in this order, the exculpation provisions or releases provided pursuant to Article 11 of the Modified Plan shall have no effect on the liability of any entity that otherwise would result from any action or omission to the extent that such action or omission is determined in a final order to have constituted intentional fraud or willful misconduct.

21. Limitation on Releases. None of the releases provided in the Modified Plan, as modified herein, shall be applicable with respect to any of the Plan Investors or their affiliates with respect to their obligations under the Investment Agreement, the transactions contemplated thereby, or any litigation related thereto, including any and all defendants to such actions.

22. Injunction. Except as otherwise specifically provided in the Modified Plan, the MDA Documents, or this order and except as may be necessary to enforce or remedy a breach of the Modified Plan, the Debtors and all Persons shall be precluded and permanently enjoined on and after the Effective Date from (a) commencing or continuing in any manner any Claim, action, employment of process, or other proceeding of any kind with respect to any Claim, Interest, Cause of Action, or any other right or Claim against the Reorganized Debtors, which they possessed or may possess prior to the Effective Date, (b) the enforcement, attachment, collection, offset, recoupment, or recovery by any manner or means of any judgment, award, decree, order, or otherwise with respect to any Claim, Interest, Cause of Action, or any other right or Claim against the Reorganized Debtors, which they possessed or may possess prior to the Effective Date, (c) creating, perfecting, or enforcing any encumbrance of any kind with respect to any Claim, Interest, Cause of Action, or any other right or Claim against the Reorganized Debtors, which they possessed or may possess prior to the Effective Date, and (d) asserting any Claims, Interests, or Causes of Action that are satisfied, discharged, released, or subject to exculpation hereby or by the Modified Plan.

23. Automatic Stay. The stay in effect in the Chapter 11 Cases pursuant to section 362(a) of the Bankruptcy Code shall continue to be in effect until the Effective Date, and at that time shall be dissolved and of no further force or effect, subject to the injunction set forth in the preceding paragraph and/or sections 524 and 1141 of the Bankruptcy Code and Article 11.14 of the Modified Plan; provided, however, that nothing herein shall bar the filing of financing documents (including Uniform Commercial Code financing statements, security agreements, leases, mortgages, trust

asserting against the Debtors or the Purchasing Entities, or the property of any of them, any default, counterclaim, defense, setoff, or any other Claim asserted or assertable against the Debtors (a) arising prior to or existing as of the Effective Date with respect to any prepetition periods, except for Cure, (b) arising after the commencement of the chapter 11 cases but on or prior to June 1, 2009, except for such defaults as were asserted in an administrative expense claim filed against the Debtors on or prior to July 15, 2009 in accordance with the administrative claims procedures set forth in the Modification Procedures Order, and (c) arising after June 1, 2009 but on or prior to the Effective Date, except for such defaults as are asserted in an administrative claim filed in accordance with Article 10.5 of the Modified Plan. The failure of the Debtors or the Purchasing Entities to enforce at any time one or more terms or conditions of any Acquired Contract shall not be a waiver of such terms or conditions or of the Debtors' and the Purchasing Entities' rights to enforce every term and condition of the Acquired Contracts.

44. Bar Date For Rejection Damage Claims And Related Procedures.

If the rejection by the Debtors, pursuant to the Modified Plan or otherwise, of an executory contract or unexpired lease results in a Claim, then such Claim shall be forever barred and shall not be enforceable against either the Debtors, the Reorganized Debtors, or such entities' properties unless a proof of claim is filed with the Claims Agent and served upon counsel to the Debtors and the Creditors' Committee within 30 days after the later of (a) entry of this order or (b) notice that the executory contract or unexpired lease has been rejected, unless otherwise ordered by the Court.

45. Record Date For Claims Distributions. The Reorganized Debtors, the Disbursing Agent, the Indenture Trustees (as agent or Servicer as described in Section

9.5 of the Modified Plan), and the Servicers shall have no obligation to recognize the transfer of, or the sale of any participation in, any Allowed Claim that occurs after June 8, 2009 (the "Claims Record Date"), and shall be entitled for all purposes herein to recognize and distribute only to those holders of Allowed Claims who are holders of such Claims, or participants therein, as of the Claims Record Date. The Reorganized Debtors, the Disbursing Agent, the Indenture Trustees (as agent or Servicer as described in Section 9.5 of the Modified Plan), and the Servicers shall instead be entitled to recognize and deal for all purposes under the Modified Plan with only those record holders stated on the official claims register or the transfer ledger, as the case may be, as of the Claims Record Date. On the Claims Record Date, the transfer ledgers of the Indenture Trustees or other agents or Servicers shall be closed, and there shall be no further changes in the record holders of securities. The Reorganized Debtors, the Disbursing Agent, the Indenture Trustees (as agent or Servicer as described in Section 9.5 of the Modified Plan), and the Servicers shall have no obligation to recognize any transfer of the Senior Notes, the TOPrS, or the Subordinated Notes occurring after the Claims Record Date. The Reorganized Debtors, the Disbursing Agent, the Indenture Trustees (as agent or Servicer as described in Section 9.5 of the Modified Plan), and Servicers shall be entitled instead to recognize and deal for all purposes hereunder with only those record holders stated on the transfer ledgers as of the Claims Record Date, provided, however, that with respect to deceased record holders, the Indenture Trustee (as agent or Servicer as described in Section 9.5 of the Modified Plan) shall be authorized, but not directed, to recognize transfers to the appropriate heir, executor, or otherwise, following provision of notice together with such evidence of the transfer to the appropriate Indenture Trustee as is

reasonably satisfactory to the applicable Indenture Trustee. Such notice shall be effective only as to distributions due at least 60 days after such notice is accepted as satisfactory by the applicable Indenture Trustee. Nothing in this paragraph shall be applicable with respect to any claims held by the DIP Lenders or the DIP Agent.

46. Substantial Contribution Compensation And Expenses Bar Date.

Any Person (including the Indenture Trustees) who requests compensation or expense reimbursement for making a substantial contribution in the Chapter 11 Cases pursuant to sections 503(b)(3), (4), and (5) of the Bankruptcy Code shall file an application with the Court on or before the 45th day after notice of the Effective Date is filed on the docket of the Chapter 11 Cases (the "503 Deadline"), and serve such application on counsel for the Debtors, the Creditors' Committee, the United States Trustee for the Southern District of New York, and such other parties as may be directed by the Court and the Bankruptcy Code on or before the 503 Deadline, or be forever barred from seeking such compensation or expense reimbursement.

47. Other Administrative Claims. All other requests for payment of an Administrative Claim (other than as set forth in the Modified Plan or otherwise contemplated by the Master Disposition Agreement, i.e., for such claims arising on or after June 1, 2009) must be filed, in substantially the form of the Administrative Claim Request Form attached as Exhibit 10.5 to the Modified Plan, with the Claims Agent and served on counsel for the Debtors and the Creditors' Committee no later than 30 days notice of after the Effective Date is filed on the docket of the Chapter 11 Cases. Any request for payment of an Administrative Claim pursuant to this paragraph that is not timely filed and served shall be disallowed automatically without the need for any

objection from the Debtors or the Reorganized Debtors. The Debtors or the Reorganized Debtors may settle an Administrative Claim without further Bankruptcy Court approval. Unless the Debtors or the Reorganized Debtors object to an Administrative Claim within 180 days after the Administrative Claims Bar Date (unless such objection period is extended by the Bankruptcy Court), such Administrative Claim shall be deemed allowed in the amount requested. In the event that the Debtors or the Reorganized Debtors object to an Administrative Claim, the Bankruptcy Court shall determine the allowed amount of such Administrative Claim.

48. Substantive Consolidation. For the reasons described in IV.C. of the Supplemental Disclosure Statement and the evidence and arguments made, proffered, or adduced at the Confirmation Hearing, certain of the Debtors' estates shall be substantively consolidated as set forth in Article III of the Modified Plan, solely for the purposes of voting on the Modified Plan and making distributions to holders of Claims and Interests under the Modified Plan.

49. Restructuring Transactions. The Restructuring Transactions contemplated by Article 7.3 of the Modified Plan and described in Exhibit 7.3 to the Modified Plan are approved. The Debtors and Reorganized Debtors and their officers are authorized to take, on and after the Modification Approval Date, such actions as may be necessary and appropriate to effectuate the relevant Restructuring Transactions, including, without limitation, executing such documents as may be reasonably required in order to effectuate the Restructuring Transactions. Each and every federal, state, and local governmental agency or department is hereby directed to accept for filing and recording

65. Modifications To The Modified Plan. At the request of the Debtors, the Modified Plan is hereby modified pursuant to section 1127 of the Bankruptcy Code and as modified herein and as set forth on Exhibit A hereto.

Dated: New York, New York
July 30, 2009

/s/ Robert D. Drain
UNITED STATES BANKRUPTCY JUDGE

Exhibit A

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

-----X
In re : Chapter 11
DELPHI CORPORATION, et al., : Case No. 05-44481 (RDD)
Debtors. : (Jointly Administered)
-----X

FIRST AMENDED JOINT PLAN OF REORGANIZATION OF
DELPHI CORPORATION AND CERTAIN AFFILIATES,
DEBTORS AND DEBTORS-IN-POSSESSION
(AS MODIFIED)

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David M. Sherbin
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Karen J. Craft

Dated: December 10, 2007

As Modified: January 25, 2008

June 16, 2009

July 30, 2009

New York, New York

[^] 1.82 "Distribution Date" means the date, selected by the Reorganized Debtors, upon which distributions to holders of Allowed Claims entitled to receive distributions under this Plan shall commence; provided, however, that the Distribution Date shall occur as soon as reasonably practicable after the Effective Date, but in any event no later than 30 days after the Effective Date.

[^] 1.83 "Distribution Reserve" means, as applicable, one or more reserves of property for distribution to holders of Allowed Claims in the Chapter 11 Cases to be reserved pending allowance of Disputed Claims in accordance with Article 9.8 of this Plan.

[^] 1.84 "Effective Date" means the Business Day determined by the Debtors on which all conditions to the consummation of this Plan set forth in Article 12.2 of this Plan have been either satisfied or waived as provided in Article 12.3 of this Plan and the day upon which this Plan is substantially consummated.

[^] 1.85 "Emergence Capital" means that certain amount to be provided to the Reorganized Debtors by [^] GMCo. and DIP Holdco 3, LLC pursuant to Sections 3.1.1, 3.[^] 2.1, and 3.2.3 of the Master Disposition Agreement (as each are applicable) related to the post-Effective Date operations of Reorganized DPH Holdings and the Reorganized Debtors.

[^] 1.86 "Employee-Related Obligation" means a Claim of a salaried employee of one or more of the Debtors, in his or her capacity as an employee of such Debtor or Debtors, for (i) severance, provided, however, that such employee was in his or her capacity as an employee of a Debtor on or after June 1, 2009, and (ii) indemnification, provided, however, that such employee was in his or her capacity as an employee of a Debtor as of the date of the commencement of the hearing on the Disclosure Statement.

[^] 1.87 "Equity Committee" means the official committee of equity security holders that was appointed pursuant to section 1102(a) of the Bankruptcy Code in the Chapter 11 Cases on April 28, 2006 and disbanded on April 24, 2009.

[^] 1.88 "ERISA" means Employee Retirement Income Security Act of 1974, 29 U.S.C. §§ 1001-1461 and 26 U.S.C. §§ 401-420, as amended.

[^] 1.89 "ERISA Plaintiffs" means, collectively, Gregory Bartell, Thomas Kessler, Neal Folck, Donald McEvoy, Irene Polito, and Kimberly Chase-Orr on behalf of participants in the Debtors and their subsidiaries' defined contribution employee benefit pension plans that invested in Delphi common stock, as styled in the MDL Actions.

[^] 1.90 "ERISA Settlement" means that certain settlement of the ERISA-related MDL Actions, as it may be amended or modified.

[^] 1.91 "Estates" means the bankruptcy estates of the Debtors created pursuant to section 541 of the Bankruptcy Code.

[^] 1.92 "Exchange Act" means the Securities Exchange Act of 1934, as now in effect or hereafter amended.

10.5 Other Administrative Claims. All other requests for payment of an Administrative Claim (other than claims under the DIP Facility or as set forth in Article 10.1, Article 10.2, Article 10.3, or Article 10.4 of this Plan) must be filed, in substantially the form of the Administrative Claim Request Form attached hereto as Exhibit 10.5, with the Claims Agent and served on counsel for the Debtors and the Creditors' Committee no later than 30 days after the Effective Date. Any request for payment of an Administrative Claim pursuant to this Article 10.5 that is not timely filed and served shall be disallowed automatically without the need for any objection from the Debtors or the Reorganized Debtors. The Debtors or the Reorganized Debtors may settle an Administrative Claim without further Bankruptcy Court approval. Unless the Debtors or the Reorganized Debtors object to an Administrative Claim within 180 days after the Administrative Claims Bar Date (unless such objection period is extended by the Bankruptcy Court), such Administrative Claim shall be deemed allowed in the amount requested. In the event that the Debtors or the Reorganized Debtors object to an Administrative Claim, the Bankruptcy Court shall determine the allowed amount of such Administrative Claim.

ARTICLE XI

EFFECT OF THE PLAN ON CLAIMS AND INTERESTS

11.1 Revesting Of Assets. Except as otherwise explicitly provided in this Plan, on the Effective Date, all property comprising the Estates (including Retained Actions and Retained Assets, but excluding property that has been abandoned pursuant to an order of the Bankruptcy Court or are the subject of any of the Disposition Transactions) shall revert in each of the Reorganized Debtors which, as Debtors, owned such property or interest in property as of the Effective Date, free and clear of all Claims, liens, charges, encumbrances, rights, and Interests of creditors and equity security holders. As of and following the Effective Date, the Reorganized Debtors may operate their businesses and use, acquire, and dispose of property and settle and compromise Claims or Interests without supervision of the Bankruptcy Court, free of any restrictions of the Bankruptcy Code or Bankruptcy Rules, other than those restrictions expressly imposed by this Plan, the Confirmation Order, and the Modification Approval Order.

11.2 Discharge Of The Debtors. Pursuant to section 1141(d) of the Bankruptcy Code, except as otherwise specifically provided in this Plan [^] Confirmation Order, or Modification Approval Order, the distributions and rights that are provided in this Plan shall be in complete satisfaction, discharge, and release, effective as of the Effective Date, of Claims and Causes of Action, whether known or unknown, against, liabilities of, liens on, obligations of, rights against, and Interests in the Debtors or any of their assets or properties, regardless of whether any property shall have been distributed or retained pursuant to this Plan on account of such Claims, rights, and Interests, including, but not limited to, Claims and Interests that arose before the Effective Date, any liability (including withdrawal liability) to the extent such Claims relate to services performed by employees of the Debtors prior to the Petition Date and that arise from a termination of employment or a termination of any employee or retiree benefit program, regardless of whether such termination occurred prior to or after the Effective Date, and all debts of the kind specified in sections 502(g), 502(h), or 502(i) of the Bankruptcy Code, in each case whether or not (a) a proof of claim or interest based upon such Claim, debt, right, or Interest is filed or deemed filed under section 501 of the Bankruptcy Code, (b) a Claim or Interest based upon such Claim, debt, right, or Interest is allowed under section 502 of the Bankruptcy Code, or (c) the

holder of such a Claim, right, or Interest accepted this Plan. The Confirmation Order shall be a judicial determination of the discharge of all Claims against and Interests in the Debtors, subject to the occurrence of the Effective Date.

11.3 Compromises And Settlements. In accordance with Article 9.6 of this Plan, pursuant to Bankruptcy Rule 9019(a), the Debtors may compromise and settle various (a) Claims against, or Interests in, the Debtors and (b) Causes of Action that the Debtors have against other Persons up to and including the Effective Date. After the Effective Date, any such right shall pass to the Reorganized Debtors as contemplated in Article 11.1 of this Plan, without the need for further approval of the Bankruptcy Court.

11.4 Release By Debtors Of Certain Parties. Pursuant to section 1123(b)(3) of the Bankruptcy Code, but subject to Article 11.13 of this Plan, effective as of the Effective Date (and with respect to the DIP Lenders, the DIP Agent, and the members of the DIP Steering Committee, upon the consummation of the DIP ^ Transfer, which shall be deemed to occur on the Effective Date), each Debtor, in its individual capacity and as a debtor-in-possession for and on behalf of its Estate, shall release and discharge and be deemed to have conclusively, absolutely, unconditionally, irrevocably, and forever released and discharged all Released Parties for and from any and all claims or Causes of Action existing as of the Effective Date in any manner arising from, based on, or relating to, in whole or in part, the Debtors, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in this Plan, the business or contractual arrangements between any Debtor and any Released Party, the restructuring of Claims and Interests prior to or in the Chapter 11 Cases, or any act, omission, occurrence, or event in any manner related to any such Claims, Interests, restructuring, or the Chapter 11 Cases. The Reorganized Debtors, including Reorganized DPH Holdings, and any newly-formed entities that will be continuing the Debtors' businesses after the Effective Date shall be bound, to the same extent the Debtors are bound, by the releases and discharges set forth above. Notwithstanding the foregoing, nothing in this Plan shall be deemed to release (i) any of the Debtors or GM from their obligations under the Delphi-GM Definitive Documents or the transactions contemplated thereby, except to the extent set forth in the Master Disposition Agreement, (ii) any of the Debtors, the Unions, or GM from their obligations under the Union Settlement Agreements or the transactions contemplated thereby, (iii) any of the Buyers from their obligations under the Master Disposition Agreement, or (iii) any of the Debtors or the Plan Investors or their affiliates from their obligations under the Investment Agreement or the transactions contemplated thereby.

11.5 Release By Holders Of Claims And Interests . On the Effective Date, (a) each Person who votes to accept this Plan and (b) to the fullest extent permissible under applicable law, as such law may be extended or interpreted subsequent to the Effective Date, each entity (other than a Debtor) which has held, holds, or may hold a Claim against or Interest in the Debtors, in consideration for the obligations of the Debtors and the Reorganized Debtors under this Plan and Cash, General Unsecured MDA Distribution, and other contracts, instruments, releases, agreements, or documents to be delivered in connection with this Plan (each, a "Release Obligor"), shall have conclusively, absolutely, unconditionally, irrevocably, and forever released and discharged all Released Parties for and from any claim or Cause of Action existing as of the Effective Date in any manner arising from, based on, or relating to, in whole or in part, the Debtors, the subject matter of,

or the transaction or event giving rise to, the claim of such Release Obligor, the business or contractual arrangements between any Debtor and Release Obligor or any Released Party, the restructuring of the claim prior to the Chapter 11 Cases, or any act, omission, occurrence, or event in any manner related to such subject matter, transaction, obligation, restructuring, or the Chapter 11 Cases, including, but not limited to, any claim relating to, or arising out of the Debtors' Chapter 11 Cases, the negotiation and filing of this Plan, the filing of the Chapter 11 Cases, the formulation, preparation, negotiation, dissemination, filing, implementation, administration, confirmation, or consummation of this Plan, the Disclosure Statement, the Plan Exhibits, the Delphi-PBGC Settlement Agreement, the Credit Bid, the Master Disposition Agreement, the Union Settlement Agreements, any employee benefit plan, instrument, release, or other agreement or document created, modified, amended or entered into in connection with either this Plan or any other agreement with the Unions, including but not limited to the Union Settlement Agreements, or any other act taken or not taken consistent with the Union Settlement Agreements in connection with the Chapter 11 cases; provided, however, that (A) this Article 11.5 is subject to and limited by Article 11.13 of this Plan and (B) this Article 11.5 shall not release any Released Party from any Cause of Action held by a governmental entity existing as of the Effective Date based on (i) the Internal Revenue Code or other domestic state, city, or municipal tax code, (ii) the environmental laws of the United States or any domestic state, city, or municipality, (iii) any criminal laws of the United States or any domestic state, city, or municipality, (iv) the Exchange Act, the Securities Act, or other securities laws of the United States or any domestic state, city, or municipality, (v) the Employee Retirement Income Security Act of 1974, as amended, or (vi) the laws and regulations of the Bureau of Customs and Border Protection of the United States Department of Homeland Security. Notwithstanding the foregoing, all releases given by GM to (i) the Debtors and the Debtors' Affiliates shall be as set forth in the Delphi-GM Global Settlement Agreement and (ii) the Unions shall be as set forth in the Union Settlement Agreements.

11.6 Release By Unions. The releases provided for in (i) Section K.3 of the UAW-Delphi-GM Memorandum of Understanding, (ii) Section H.3 of the IUE-CWA-Delphi-GM Memorandum of Understanding, (iii) Section G.3 of the USW Memoranda of Understanding, (iv) Section F.3 of the IUOE Local 18S Memorandum of Understanding and IUOE Local 832S Memorandum of Understanding and Section E.3 of the IUOE Local 101S Memorandum of Understanding, (v) Section F.3 of the IBEW E&S Memorandum of Understanding and the IBEW Powertrain Memorandum of Understanding, and (vi) Section F.3 of the IAM Memorandum of Understanding are incorporated by reference herein in their entirety.

11.7 Release Of GM By Debtors And Third Parties. On the Effective Date, GM and the other GM-Related Parties (as defined in the Delphi-GM Global Settlement Agreement) shall receive all releases provided for in Section 4.01 of the Delphi-GM Global Settlement Agreement, which provisions are incorporated by reference herein in their entirety.

11.8 Release of GMCo. By Debtors And Third Parties. On the Effective Date, GMCo. shall receive the same releases provided for GM-Related Parties (as defined in the Delphi-GM Global Settlement Agreement) in Section 4.01 of the Delphi-GM Global Settlement Agreement as though it were a party thereto, which provisions are incorporated

otherwise affected in any way by the Chapter 11 Cases); (b) the Debtors or the Reorganized Debtors, as the case may be, shall maintain directors' and officers' insurance providing coverage for those Indemnitees currently covered by such policies for the remaining term of such policy and shall maintain tail coverage under policies in existence as of the Effective Date for a period of six years after the Effective Date, to the fullest extent permitted by such provisions, in each case insuring such parties in respect of any claims, demands, suits, Causes of Action, or proceedings against such Persons based upon any act or omission related to such Person's service with, for, or on behalf of the Debtors in at least the scope and amount as currently maintained by the Debtors (the "Insurance Coverage") and hereby further indemnify such Indemnitees without Continuing Indemnification Rights solely to pay for any deductible or retention amount that may be payable in connection with any claim covered under either the foregoing Insurance Coverage or any prior similar policy in an aggregate amount not to exceed \$10 million; (c) the insurers who issue the Insurance Coverage shall be authorized to pay any professional fees and expenses incurred in connection with any action relating to any Indemnification Rights and Continuing Indemnification Rights; and (d) the Debtors or the Reorganized Debtors, as the case may be, shall indemnify Indemnitees with Continuing Indemnification Rights and agree to pay for any deductible or retention amount that may be payable in connection with any claim covered under either the foregoing Insurance Coverage or any prior similar policy. Notwithstanding subclause (a) above, pursuant to the Stipulation and Agreement of Insurance Settlement (the "Insurance Stipulation") the Delphi Officers' and Directors' (as defined in the Insurance Stipulation) indemnification claims related to the MDL Actions and related government investigations and proceedings have been estimated at \$0 for all purposes in these cases, and the Delphi Officers and Directors have released all such indemnification claims against Delphi, subject to the Delphi Officers' and Directors' right to assert an indemnification claim against Delphi for legal fees and expenses incurred in the defense of unsuccessful claims asserted as a defense or set-off by Delphi against the Delphi Officers and Directors related to the MDL Actions or related government investigations and proceedings, all as more particularly set forth in the Insurance Stipulation.

11.13 Exclusions And Limitations On Exculpation, Indemnification, And Releases. Notwithstanding anything in this Plan to the contrary, no provision of this Plan, the Confirmation Order, or the Modification Approval Order, including, without limitation, any exculpation, indemnification, or release provision, shall modify, release, or otherwise limit the liability of any Person not specifically released hereunder, including, without limitation, any Person who is a co-obligor or joint tortfeasor of a Released Party or who is otherwise liable under theories of vicarious or other derivative liability.

11.14 Injunction. Subject to Article 11.13 of this Plan, ^ the satisfaction, release, and discharge pursuant to this Article XI shall act as an injunction against any Person commencing or continuing any action, employment of process, or act to collect, offset, or recover any Claim, Interest, or Cause of Action satisfied, released, or discharged under this Plan to the fullest extent authorized or provided by the Bankruptcy Code, including, without limitation, to the extent provided for or authorized by sections 524 and 1141 thereof.

ARTICLE XII

CONDITIONS PRECEDENT



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Exhibit F

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN
NORTHERN DIVISION

LEIGH OCHOA,

Plaintiff,

v.

DPH HOLDINGS CORPORATION,

Defendant.

Case No. 09-14383
Hon. Thomas L. Ludington
Mag. Judge Charles E. Binder

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**DEFENDANT DPH HOLDINGS CORPORATION'S
MOTION TO STAY DISCOVERY AND ALL PRE-TRIAL PROCEEDINGS**

Defendant DPH Holdings Corporation, through its undersigned attorneys, states as follows in support of its Motion to Stay Discovery and All Pre-Trial Proceedings:

1. Federal Rule of Civil Procedure 26(c) provides that the Court may limit discovery upon good cause to avoid undue burden or expense.
2. Plaintiff filed this action seeking damages following termination of her employment with Defendant on August 31, 2009, and subsequent termination of her Long Term Disability Benefits.

3. Claims against Defendant such as the one raised by Plaintiff were previously discharged in bankruptcy. Further, the bankruptcy court issued an order enjoining litigation of any discharged claims.

4. Defendant will be filing a motion in bankruptcy court seeking appropriate relief from this lawsuit.

5. Discovery is not necessary to determine whether Plaintiff's lawsuit is barred by the Bankruptcy Court's prior Orders.

6. Any discovery in this lawsuit would be an undue burden and a waste of resources given the likelihood that Plaintiff's lawsuit should be dismissed and enjoined from proceeding.

7. Defendant's counsel in good faith conferred with Plaintiff's counsel and provided various documentation showing that this matter should be dismissed in an effort to resolve the dispute without court action. Concurrence was not forthcoming to either dismiss this matter in its entirety or for a stay in proceedings.

WHEREFORE, Defendant respectfully requests that this Honorable Court enter an Order Staying all Discovery and pre-trial proceedings until the Bankruptcy Court enters an order determining whether Plaintiff's lawsuit is barred.

Respectfully submitted,

s/Richard M. Tuyn

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Dated: May 12, 2010

CERTIFICATE OF SERVICE

I hereby certify that on May 12, 2010, I electronically filed the foregoing paper with the Clerk of the Court using the ECF system which will send notification of such filing to the following: Victor J. Mastromarco, Esq. and Manda L. Westervelt, Esq., and I hereby certify that I have mailed by United States Postal Service the paper to the following non-ECF participants: N/A.

s/Richard M. Tuyn

Richard M. Tuyn (P29091)

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UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN
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LEIGH OCHOA,

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**DEFENDANT DPH HOLDINGS CORPORATION'S
BRIEF IN SUPPORT OF MOTION TO
STAY DISCOVERY AND ALL PRE-TRIAL PROCEEDINGS**

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ISSUE PRESENTED

Should discovery and all pre-trial proceedings in this matter be stayed pending an order from the bankruptcy determining whether this matter is barred?

Defendant Answers: Yes

CONTROLLING AUTHORITY

Williams v. Scottrade, Inc., No. 06-10677, 2006 WL 1722224 (E.D. Mich. June 19, 2006)

Nichols v. Baptist Mem'l Hosp., No. 02-2561, 2004 WL 2905406 (W.D. Tenn. April 2, 2004)

Sobczak v. Correctional Medical Servs., Inc., No. 1:09-CV-57, 2010 WL 597239 (W.D. Mich. Feb. 17, 2010)

Stewart v. Geostar Corp., No. 08-13675-BC, 2008 WL 1882698 (E.D. Mich. April 24, 2008)

Cromer v. Bramen, No. 1:07-CV-9, 2007 WL 3346675 (W.D. Mich. Nov. 7, 2007)

I. INTRODUCTION

Any claim or potential claim raised by this Plaintiff, which claims accrued prior to October 6, 2009, and for which no administrative claim was filed, were discharged in bankruptcy. Further, an injunction issued enjoining claimants from litigating such claims. Nevertheless, Plaintiff filed this matter seeking to litigate claims arising from her termination from Defendant on August 31, 2009. This claim was clearly discharged, Plaintiff should be enjoined from pursuing this matter, and Defendant will seek the appropriate relief in Bankruptcy Court. In the interim, Defendant respectfully requests that this Honorable Court stay discovery and all other pre-trial proceedings pending an Order from the Bankruptcy Court determining whether this matter is barred.

II. FACTUAL AND LEGAL BACKGROUND

Plaintiff, Leigh Ochoa was employed by Delphi Corporation (old Delphi) until her termination on approximately August 31, 2009. *See* Complaint ¶ 8. Old Delphi initially filed for bankruptcy in 2005. *See* Bankruptcy Docket, www.dphholdingsdocket.com. On October 6, 2009, subsequent to Plaintiff's termination, old Delphi emerged from bankruptcy with a new name, DPH Holdings Corporation.¹ Pursuant to the Bankruptcy Court's orders, Plaintiff was provided notice that she had until November 5, 2009 to file an administrative claim, or her action would be barred. Specifically, Paragraph 47 of the Modification Approval Order provides in part (emphasis added):

requests for payment of an Administrative [Expense] Claim (other than as set forth in the Modified Plan or otherwise contemplated by the Master Disposition Agreement, i.e., for such claims arising on or after June 1, 2009) **must be filed**, in substantially the form of the Administrative Claim Request Form attached as Exhibit 10.5 to the Modified Plan, **with the Claims Agent and served on counsel for the Debtors and the Creditors' Committee no later than 30 days**

¹ Plaintiff named Delphi Corporation d/b/a DPH, Holdings Co. as the Defendant in this matter. Pursuant to a Stipulation and Order, the name of the Defendant was changed to the proper Defendant, DPH Holdings Corporation.

notice of after the Effective Date² is filed on the docket of the Chapter 11 Cases [November 5, 2009]. Any request for payment of an Administrative Claim pursuant to this paragraph that is not timely filed and served shall be disallowed automatically without the need for any objection from the Debtors or the Reorganized Debtors.

See Exhibit 1, July 30, 2009 Order Approving Modifications Under 11 U.S.C. § 1127(b) to (I) First Amended Joint Plan of Reorganization of Delphi Corporation and Certain Affiliates, Debtors and Debtors-In-Possession, as Modified and (II) Confirmation Order (Docket No. 12359) (the "Modification Approval Order"), pg. 75, ¶ 47 (Docket No. 18707).³

Based on the occurrence of the Effective Date on October 6, 2009, the bar date for filing Administrative Expense Claims for claims arising on or after June 1, 2009 was established as November 5, 2009 (the "Final Administrative Expense Bar Date"). Due and proper notice of the Final Administrative Expense Bar Date was provided to Plaintiff on or prior to October 9, 2009 through service of the Effective Date Notice. See Exhibit 2, Affidavit of Evan Gershbeim, Docket No. 18978.⁴

Plaintiff filed the instant action alleging that her employment was terminated on August 31, 2009 so as to deny her long term disability benefits. Assertion of this type of claim falls squarely into the types of claims that were required to be filed by the Final Administrative Expense Bar Date as set forth in paragraph 47 of the Modification Approval Order. Plaintiff failed to timely file an Administrative Expense Claim on or prior to the Final Administrative Expense Bar Date and **thus is barred from asserting any claim that arose on or after June 1,**

² The Effective Date occurred on October 6, 2009.

³ Defendant is attaching relevant portion of documents from the Bankruptcy filings to this Brief. Complete copies of all documents, as well as the entire docket history, is available at www.dphholdingsdocket.com.

⁴ Plaintiff was also provided notice of the Initial Administrative Expense Bar Date prior to June 20, 2009. See Exhibit 3, Affidavit of Evan Gershbein (Docket No. 17267). Defendant concedes however, that since Plaintiff was not terminated until approximately August 31, 2009, she had until November 5, 2009 to file her claim.

2009 against any of the Debtors, including without limitation, Delphi Corporation, n/k/a DPH Holdings Corporation.

Because Plaintiff failed to file an Administrative Expense Claim before the applicable bar dates, pursuant to the Bankruptcy Court's order, any administrative expense claim that may have been assertable by Plaintiff shall be disallowed automatically. Moreover, pursuant to the discharge of the Debtors contained in Article 11.2 of the Modified Plan, Plaintiff may only receive a distribution on its claim as provided by the Modified Plan. Specifically, under 11 U.S.C. § 1141(d) and pursuant to the terms of the Modification Approval Order and the Modified Plan, upon the Effective Date, all claims against the Debtors that arose on or prior to the Effective Date were discharged. Specifically, Article 11.2 of the Modified Plan provides that:

the distributions and rights that are provided in [the Modified] Plan shall be in complete satisfaction, discharge, and release, effective as of the Effective Date, of Claims and Causes of Action, whether known or unknown, against, liabilities of, liens on, obligations of, rights against, and Interests in the Debtors or any of their assets or properties, regardless of whether any property shall have been distributed or retained pursuant to [the Modified] Plan on account of such Claims, rights, and Interests, including, but not limited to, Claims and Interests that arose before the Effective Date

Exhibit 1, July 30, 2009 Order, Exhibit A, Modified Plan, pg. 60, Art. 11.2 (Docket No. 18707).

In addition, upon the effectiveness of the Modified Plan, an injunction was imposed. Specifically, the Modified Plan and the Modification Approval Order contain a permanent injunction against, among other things, the commencement or continuation of any action to recover against any claim against the Debtors that arose on or prior to October 6, 2009. Article 11.14 of the Modified Plan provides that (emphasis added):

the satisfaction, release, and discharge pursuant to [Article XI of the Modified Plan] **shall act as an injunction against any Person commencing or continuing any action, employment of process, or act to collect, offset, or recover any Claim, Interest, or Cause of Action satisfied, released, or discharged** under

[the Modified] Plan to the fullest extent authorized or provided by the Bankruptcy Code . . .

Exhibit 1, July 30, 2009 Order, Exhibit A, Modified Plan, pg. 65, Art. 11.14 (emphasis added).

Similarly, paragraph 22 of the Modification Approval Order provides that:

the Debtors and all Persons **shall be precluded and permanently enjoined** on and after the Effective Date from (a) commencing or continuing in any manner any Claim, action, employment of process, or other proceeding of any kind with respect to any Claim, Interest, Cause of Action, or any other right or Claim against the Reorganized Debtors, which they possessed or may possess prior to the Effective Date, (b) the enforcement, attachment, collection, offset, recoupment, or recovery by any manner or means of any judgment, award, decree, order, or otherwise with respect to any Claim, Interest, Cause of Action, or any other right or Claim against the Reorganized Debtors, which they possessed or may possess prior to the Effective Date, (c) creating, perfecting, or enforcing any encumbrance of any kind with respect to any Claim, Interest, Cause of Action, or any other right or Claim against the Reorganized Debtors, which they possessed or may possess prior to the Effective Date, and (d) asserting any Claims, Interests, or Causes of Action that are satisfied, discharged, released, or subject to exculpation hereby or by the Modified Plan.

Exhibit 1, July 30, 2009 Order, pg. 54, ¶ 22. Accordingly, the permanent injunction in the Modified Plan and Modification Approval Order prohibits the commencement or continuation of any action to recover any claim against the Debtors that arose on or prior to October 6, 2009, including this action.

Based on the Bankruptcy Court's orders, this case is improper and Defendant is preparing to file a motion with the Bankruptcy Court to enforce its orders and enjoin this lawsuit. In the interim, Defendant respectfully requests that this Honorable Stay Discovery and other proceedings pending the Bankruptcy Court's decision.

III. ANALYSIS

The Court has discretion to stay discovery pursuant to Federal Rule of Civil Procedure 26(c) pending the disposition of dispositive motion. *See, e.g., Williams v. Scottrade, Inc.*, No. 06-10677, 2006 WL 1722224, at * 1 (E.D. Mich. June 19, 2006). Specifically, a court may,

upon good cause shown, issue an order to protect a party or person from annoyance, embarrassment, oppression, or undue burden or expense. *See* Fed. R. Civ. P. 26(c). “[S]taying discovery pending determination of a dispositive motion is an appropriate exercise of the court’s discretion.” Nichols v. Baptist Mem’l Hosp., No. 02-2561, 2004 WL 2905406, at *2 (W.D. Tenn. April 2, 2004)(internal citations omitted).

Courts in this circuit have repeatedly held that staying discovery is proper pending a decision on a dispositive motion. *See, e.g.,* Sobczak v. Correctional Medical Servs., Inc., No. 1:09-CV-57, 2010 WL 597239 (W.D. Mich. Feb. 17, 2010); Stewart v. Geostar Corp., No. 08-13675-BC, 2008 WL 1882698, at *6 (E.D. Mich. April 24, 2008)(J. Ludington); Cromer v. Bramen, No. 1:07-CV-9 (2007 WL 3346675 (W.D. Mich. Nov. 7, 2007). There is no reason for the parties to engage in discovery until the court has resolved the preliminary issues raised in the pending dispositive motion. *See* Petrus v. Bowen, 833 F.2d 581, 583 (5th Cir.1987)(“[a] trial court has broad discretion and inherent power to stay discovery until preliminary questions that may dispose of the case are determined”); Chavous v. District of Columbia Fin. Responsibility & Mgmt. Assistance Auth., 201 F.R.D. 1, 2 (D.D.C.2001)(“[a] stay of discovery pending the determination of a dispositive motion is an eminently logical means to prevent wasting the time and effort of all concerned, and to make the most efficient use of judicial resources”) (internal quotation marks and citations omitted); *see also*, Fleming v. Commerce Bank, N.A., No. 08-2226, 2008 WL 4758606, at *1 (D. Kan. Oct. 27, 2008)(a decision to stay discovery and all pretrial proceedings is firmly vested in the sound discretion of the trial court, especially where the case is likely to be resolved by a dispositive motion, facts sought through discovery will not impact the dispositive motion, or where discovery would be wasteful and burdensome).

Here, based on the Bankruptcy Court's prior orders, Plaintiff's lawsuit is untimely and her claims have already been discharged. Further, the Bankruptcy Court issued an injunction precluding a plaintiff from litigating discharged claims such as the claims raised in this lawsuit. Stated simply, this lawsuit is improper, no discovery is necessary for the Bankruptcy Court to decide whether Plaintiff's claims are barred, and any further discovery in this matter would be a waste of resources. Defendant's counsel provided various materials to Plaintiff's counsel outlining the reasons that Plaintiff's claims were barred, *see* Exhibit 4, but Plaintiff is unwilling to voluntarily dismiss this action at this time.

Accordingly, Defendant anticipates filing a motion in Bankruptcy Court in the near future to enforce its prior orders and obtain a ruling specifically finding Plaintiff's claims are barred. Under these circumstances, good cause exists and a stay of discovery is appropriate and "an eminently logical means to prevent wasting the time and effort of all concerned." *See, e.g., Cromer v. Bramen*, No. 1:07-CV-9, 2007 WL 3346675 (W.D. Mich. Nov. 7, 2007).

IV. CONCLUSION

For the foregoing reasons, Defendant respectfully requests that this Honorable Court entering an Order Staying Discovery as well as all other pre-trial matters until the Bankruptcy Court issues an Order determining whether Plaintiff's action is barred.

Respectfully submitted,

s/Richard M. Tuyn

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Dated: May 12, 2010

CERTIFICATE OF SERVICE

I hereby certify that on May 12, 2010, I electronically filed the foregoing paper with the Clerk of the Court using the ECF system which will send notification of such filing to the following: Victor J. Mastromarco, Esq. and Manda L. Westervelt, Esq., and I hereby certify that I have mailed by United States Postal Service the paper to the following non-ECF participants: N/A.

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8622781.2 (OGLETREE)

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN
NORTHERN DIVISION

LEIGH OCHOA,

Plaintiff,

v.

DPH HOLDINGS CORPORATION,

Defendant.

Case No. 09-14383
Hon. Thomas L. Ludington
Mag. Judge Charles E. Binder

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- 5 Unpublished cases

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

-----x	:	
	:	
In re	:	Chapter 11
	:	
DELPHI CORPORATION, <u>et al.</u> ,	:	Case No. 05-44481 (RDD)
	:	
Debtors.	:	(Jointly Administered)
	:	
-----x		

ORDER APPROVING MODIFICATIONS UNDER 11 U.S.C. § 1127(b) TO
(I) FIRST AMENDED JOINT PLAN OF REORGANIZATION OF DELPHI
CORPORATION AND CERTAIN AFFILIATES, DEBTORS AND
DEBTORS-IN-POSSESSION, AS MODIFIED AND
(II) CONFIRMATION ORDER (DOCKET NO. 12359)

("PLAN MODIFICATION ORDER")

Upon the Court's Findings of Fact, Conclusions of Law, And Order Under
11 U.S.C. §§ 1129(a) And (b) And Fed. R. Bankr. P. 3020 Confirming the First Amended
Joint Plan Of Reorganization Of Delphi Corporation ("Delphi") And Certain Affiliates,
Debtors And Debtors-In-Possession (each, a "Debtor"), As Modified (the "Confirmed
Plan"), dated January 25, 2008 (Docket No. 12359) (the "Confirmation Order"); and

Upon the Debtors' Motion for Order (I) Approving Modifications to
Debtors' First Amended Plan of Reorganization (as Modified) and Related Disclosures
and Voting Procedures and (II) Setting Final Hearing Date to Consider Modifications to
Confirmed First Amended Plan of Reorganization (Docket No. 14310), dated October 3,
2008, (the "Plan Modification Approval Motion"); and

Upon the Debtors' (A) Supplement to Motion for Order (I) Approving
Modifications to Debtors' First Amended Plan of Reorganization (as Modified) and



subject the Reorganized Debtors to any liability by reason of such transfer under the Bankruptcy Code or under applicable nonbankruptcy law, including, without limitation, any laws affecting successor or transferee liability.

20. Discharge, Releases, Limitations Of Liability, And Indemnification. Pursuant to applicable law, including sections 105(a) and 1123(b)(3) and (6) of the Bankruptcy Code, the discharge of the Debtors and any of their assets or properties provided in Article 11.2 of the Modified Plan, as approved herein, the releases set forth in Articles 11.4, 11.5, 11.6, and 11.7 of the Modified Plan, and the exculpation and limitation of liability provisions set forth in Article 11.11 of the Modified Plan, are deemed incorporated in this order as if set forth in full herein and are hereby approved as an integral part of the Modified Plan and are fair, equitable, reasonable and in the best interests of the Debtors, their estates, and holders of Claims and Interests; provided, however, notwithstanding anything in this order, the exculpation provisions or releases provided pursuant to Article 11 of the Modified Plan shall have no effect on the liability of any entity that otherwise would result from any action or omission to the extent that such action or omission is determined in a final order to have constituted intentional fraud or willful misconduct.

21. Limitation on Releases. None of the releases provided in the Modified Plan, as modified herein, shall be applicable with respect to any of the Plan Investors or their affiliates with respect to their obligations under the Investment Agreement, the transactions contemplated thereby, or any litigation related thereto, including any and all defendants to such actions.

22. Injunction. Except as otherwise specifically provided in the Modified Plan, the MDA Documents, or this order and except as may be necessary to enforce or remedy a breach of the Modified Plan, the Debtors and all Persons shall be precluded and permanently enjoined on and after the Effective Date from (a) commencing or continuing in any manner any Claim, action, employment of process, or other proceeding of any kind with respect to any Claim, Interest, Cause of Action, or any other right or Claim against the Reorganized Debtors, which they possessed or may possess prior to the Effective Date, (b) the enforcement, attachment, collection, offset, recoupment, or recovery by any manner or means of any judgment, award, decree, order, or otherwise with respect to any Claim, Interest, Cause of Action, or any other right or Claim against the Reorganized Debtors, which they possessed or may possess prior to the Effective Date, (c) creating, perfecting, or enforcing any encumbrance of any kind with respect to any Claim, Interest, Cause of Action, or any other right or Claim against the Reorganized Debtors, which they possessed or may possess prior to the Effective Date, and (d) asserting any Claims, Interests, or Causes of Action that are satisfied, discharged, released, or subject to exculpation hereby or by the Modified Plan.

23. Automatic Stay. The stay in effect in the Chapter 11 Cases pursuant to section 362(a) of the Bankruptcy Code shall continue to be in effect until the Effective Date, and at that time shall be dissolved and of no further force or effect, subject to the injunction set forth in the preceding paragraph and/or sections 524 and 1141 of the Bankruptcy Code and Article 11.14 of the Modified Plan; provided, however, that nothing herein shall bar the filing of financing documents (including Uniform Commercial Code financing statements, security agreements, leases, mortgages, trust

asserting against the Debtors or the Purchasing Entities, or the property of any of them, any default, counterclaim, defense, setoff, or any other Claim asserted or assertable against the Debtors (a) arising prior to or existing as of the Effective Date with respect to any prepetition periods, except for Cure, (b) arising after the commencement of the chapter 11 cases but on or prior to June 1, 2009, except for such defaults as were asserted in an administrative expense claim filed against the Debtors on or prior to July 15, 2009 in accordance with the administrative claims procedures set forth in the Modification Procedures Order, and (c) arising after June 1, 2009 but on or prior to the Effective Date, except for such defaults as are asserted in an administrative claim filed in accordance with Article 10.5 of the Modified Plan. The failure of the Debtors or the Purchasing Entities to enforce at any time one or more terms or conditions of any Acquired Contract shall not be a waiver of such terms or conditions or of the Debtors' and the Purchasing Entities' rights to enforce every term and condition of the Acquired Contracts.

44. Bar Date For Rejection Damage Claims And Related Procedures.

If the rejection by the Debtors, pursuant to the Modified Plan or otherwise, of an executory contract or unexpired lease results in a Claim, then such Claim shall be forever barred and shall not be enforceable against either the Debtors, the Reorganized Debtors, or such entities' properties unless a proof of claim is filed with the Claims Agent and served upon counsel to the Debtors and the Creditors' Committee within 30 days after the later of (a) entry of this order or (b) notice that the executory contract or unexpired lease has been rejected, unless otherwise ordered by the Court.

45. Record Date For Claims Distributions. The Reorganized Debtors, the Disbursing Agent, the Indenture Trustees (as agent or Servicer as described in Section

9.5 of the Modified Plan), and the Servicers shall have no obligation to recognize the transfer of, or the sale of any participation in, any Allowed Claim that occurs after June 8, 2009 (the "Claims Record Date"), and shall be entitled for all purposes herein to recognize and distribute only to those holders of Allowed Claims who are holders of such Claims, or participants therein, as of the Claims Record Date. The Reorganized Debtors, the Disbursing Agent, the Indenture Trustees (as agent or Servicer as described in Section 9.5 of the Modified Plan), and the Servicers shall instead be entitled to recognize and deal for all purposes under the Modified Plan with only those record holders stated on the official claims register or the transfer ledger, as the case may be, as of the Claims Record Date. On the Claims Record Date, the transfer ledgers of the Indenture Trustees or other agents or Servicers shall be closed, and there shall be no further changes in the record holders of securities. The Reorganized Debtors, the Disbursing Agent, the Indenture Trustees (as agent or Servicer as described in Section 9.5 of the Modified Plan), and the Servicers shall have no obligation to recognize any transfer of the Senior Notes, the TOPrS, or the Subordinated Notes occurring after the Claims Record Date. The Reorganized Debtors, the Disbursing Agent, the Indenture Trustees (as agent or Servicer as described in Section 9.5 of the Modified Plan), and Servicers shall be entitled instead to recognize and deal for all purposes hereunder with only those record holders stated on the transfer ledgers as of the Claims Record Date, provided, however, that with respect to deceased record holders, the Indenture Trustee (as agent or Servicer as described in Section 9.5 of the Modified Plan) shall be authorized, but not directed, to recognize transfers to the appropriate heir, executor, or otherwise, following provision of notice together with such evidence of the transfer to the appropriate Indenture Trustee as is

reasonably satisfactory to the applicable Indenture Trustee. Such notice shall be effective only as to distributions due at least 60 days after such notice is accepted as satisfactory by the applicable Indenture Trustee. Nothing in this paragraph shall be applicable with respect to any claims held by the DIP Lenders or the DIP Agent.

46. Substantial Contribution Compensation And Expenses Bar Date.

Any Person (including the Indenture Trustees) who requests compensation or expense reimbursement for making a substantial contribution in the Chapter 11 Cases pursuant to sections 503(b)(3), (4), and (5) of the Bankruptcy Code shall file an application with the Court on or before the 45th day after notice of the Effective Date is filed on the docket of the Chapter 11 Cases (the "503 Deadline"), and serve such application on counsel for the Debtors, the Creditors' Committee, the United States Trustee for the Southern District of New York, and such other parties as may be directed by the Court and the Bankruptcy Code on or before the 503 Deadline, or be forever barred from seeking such compensation or expense reimbursement.

47. Other Administrative Claims. All other requests for payment of an Administrative Claim (other than as set forth in the Modified Plan or otherwise contemplated by the Master Disposition Agreement, i.e., for such claims arising on or after June 1, 2009) must be filed, in substantially the form of the Administrative Claim Request Form attached as Exhibit 10.5 to the Modified Plan, with the Claims Agent and served on counsel for the Debtors and the Creditors' Committee no later than 30 days notice of after the Effective Date is filed on the docket of the Chapter 11 Cases. Any request for payment of an Administrative Claim pursuant to this paragraph that is not timely filed and served shall be disallowed automatically without the need for any

objection from the Debtors or the Reorganized Debtors. The Debtors or the Reorganized Debtors may settle an Administrative Claim without further Bankruptcy Court approval. Unless the Debtors or the Reorganized Debtors object to an Administrative Claim within 180 days after the Administrative Claims Bar Date (unless such objection period is extended by the Bankruptcy Court), such Administrative Claim shall be deemed allowed in the amount requested. In the event that the Debtors or the Reorganized Debtors object to an Administrative Claim, the Bankruptcy Court shall determine the allowed amount of such Administrative Claim.

48. Substantive Consolidation. For the reasons described in IV.C. of the Supplemental Disclosure Statement and the evidence and arguments made, proffered, or adduced at the Confirmation Hearing, certain of the Debtors' estates shall be substantively consolidated as set forth in Article III of the Modified Plan, solely for the purposes of voting on the Modified Plan and making distributions to holders of Claims and Interests under the Modified Plan.

49. Restructuring Transactions. The Restructuring Transactions contemplated by Article 7.3 of the Modified Plan and described in Exhibit 7.3 to the Modified Plan are approved. The Debtors and Reorganized Debtors and their officers are authorized to take, on and after the Modification Approval Date, such actions as may be necessary and appropriate to effectuate the relevant Restructuring Transactions, including, without limitation, executing such documents as may be reasonably required in order to effectuate the Restructuring Transactions. Each and every federal, state, and local governmental agency or department is hereby directed to accept for filing and recording

65. Modifications To The Modified Plan. At the request of the Debtors, the Modified Plan is hereby modified pursuant to section 1127 of the Bankruptcy Code and as modified herein and as set forth on Exhibit A hereto.

Dated: New York, New York
July 30, 2009

/s/ Robert D. Drain
UNITED STATES BANKRUPTCY JUDGE

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

-----X
In re : Chapter 11
:
DELPHI CORPORATION, et al., : Case No. 05-44481 (RDD)
:
Debtors. : (Jointly Administered)
:
-----X

**FIRST AMENDED JOINT PLAN OF REORGANIZATION OF
DELPHI CORPORATION AND CERTAIN AFFILIATES,
DEBTORS AND DEBTORS-IN-POSSESSION
(AS MODIFIED)**

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Dated: December 10, 2007

As Modified: January 25, 2008
June 16, 2009

July 30, 2009
New York, New York

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10.5 Other Administrative Claims. All other requests for payment of an Administrative Claim (other than claims under the DIP Facility or as set forth in Article 10.1, Article 10.2, Article 10.3, or Article 10.4 of this Plan) must be filed, in substantially the form of the Administrative Claim Request Form attached hereto as Exhibit 10.5, with the Claims Agent and served on counsel for the Debtors and the Creditors' Committee no later than 30 days after the Effective Date. Any request for payment of an Administrative Claim pursuant to this Article 10.5 that is not timely filed and served shall be disallowed automatically without the need for any objection from the Debtors or the Reorganized Debtors. The Debtors or the Reorganized Debtors may settle an Administrative Claim without further Bankruptcy Court approval. Unless the Debtors or the Reorganized Debtors object to an Administrative Claim within 180 days after the Administrative Claims Bar Date (unless such objection period is extended by the Bankruptcy Court), such Administrative Claim shall be deemed allowed in the amount requested. In the event that the Debtors or the Reorganized Debtors object to an Administrative Claim, the Bankruptcy Court shall determine the allowed amount of such Administrative Claim.

ARTICLE XI

EFFECT OF THE PLAN ON CLAIMS AND INTERESTS

11.1 Revesting Of Assets. Except as otherwise explicitly provided in this Plan, on the Effective Date, all property comprising the Estates (including Retained Actions and Retained Assets, but excluding property that has been abandoned pursuant to an order of the Bankruptcy Court or are the subject of any of the Disposition Transactions) shall revert in each of the Reorganized Debtors which, as Debtors, owned such property or interest in property as of the Effective Date, free and clear of all Claims, liens, charges, encumbrances, rights, and Interests of creditors and equity security holders. As of and following the Effective Date, the Reorganized Debtors may operate their businesses and use, acquire, and dispose of property and settle and compromise Claims or Interests without supervision of the Bankruptcy Court, free of any restrictions of the Bankruptcy Code or Bankruptcy Rules, other than those restrictions expressly imposed by this Plan, the Confirmation Order, and the Modification Approval Order.

11.2 Discharge Of The Debtors. Pursuant to section 1141(d) of the Bankruptcy Code, except as otherwise specifically provided in this Plan [^] a Confirmation Order, or Modification Approval Order, the distributions and rights that are provided in this Plan shall be in complete satisfaction, discharge, and release, effective as of the Effective Date, of Claims and Causes of Action, whether known or unknown, against, liabilities of, liens on, obligations of, rights against, and Interests in the Debtors or any of their assets or properties, regardless of whether any property shall have been distributed or retained pursuant to this Plan on account of such Claims, rights, and Interests, including, but not limited to, Claims and Interests that arose before the Effective Date, any liability (including withdrawal liability) to the extent such Claims relate to services performed by employees of the Debtors prior to the Petition Date and that arise from a termination of employment or a termination of any employee or retiree benefit program, regardless of whether such termination occurred prior to or after the Effective Date, and all debts of the kind specified in sections 502(g), 502(h), or 502(i) of the Bankruptcy Code, in each case whether or not (a) a proof of claim or interest based upon such Claim, debt, right, or Interest is filed or deemed filed under section 501 of the Bankruptcy Code, (b) a Claim or Interest based upon such Claim, debt, right, or Interest is allowed under section 502 of the Bankruptcy Code, or (c) the

holder of such a Claim, right, or Interest accepted this Plan. The Confirmation Order shall be a judicial determination of the discharge of all Claims against and Interests in the Debtors, subject to the occurrence of the Effective Date.

11.3 Compromises And Settlements. In accordance with Article 9.6 of this Plan, pursuant to Bankruptcy Rule 9019(a), the Debtors may compromise and settle various (a) Claims against, or Interests in, the Debtors and (b) Causes of Action that the Debtors have against other Persons up to and including the Effective Date. After the Effective Date, any such right shall pass to the Reorganized Debtors as contemplated in Article 11.1 of this Plan, without the need for further approval of the Bankruptcy Court.

11.4 Release By Debtors Of Certain Parties. Pursuant to section 1123(b)(3) of the Bankruptcy Code, but subject to Article 11.13 of this Plan, effective as of the Effective Date (and with respect to the DIP Lenders, the DIP Agent, and the members of the DIP Steering Committee, upon the consummation of the DIP ^ Transfer, which shall be deemed to occur on the Effective Date), each Debtor, in its individual capacity and as a debtor-in-possession for and on behalf of its Estate, shall release and discharge and be deemed to have conclusively, absolutely, unconditionally, irrevocably, and forever released and discharged all Released Parties for and from any and all claims or Causes of Action existing as of the Effective Date in any manner arising from, based on, or relating to, in whole or in part, the Debtors, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in this Plan, the business or contractual arrangements between any Debtor and any Released Party, the restructuring of Claims and Interests prior to or in the Chapter 11 Cases, or any act, omission, occurrence, or event in any manner related to any such Claims, Interests, restructuring, or the Chapter 11 Cases. The Reorganized Debtors, including Reorganized DPH Holdings, and any newly-formed entities that will be continuing the Debtors' businesses after the Effective Date shall be bound, to the same extent the Debtors are bound, by the releases and discharges set forth above. Notwithstanding the foregoing, nothing in this Plan shall be deemed to release (i) any of the Debtors or GM from their obligations under the Delphi-GM Definitive Documents or the transactions contemplated thereby, except to the extent set forth in the Master Disposition Agreement, (ii) any of the Debtors, the Unions, or GM from their obligations under the Union Settlement Agreements or the transactions contemplated thereby, (iii) any of the Buyers from their obligations under the Master Disposition Agreement, or (iii) any of the Debtors or the Plan Investors or their affiliates from their obligations under the Investment Agreement or the transactions contemplated thereby.

11.5 Release By Holders Of Claims And Interests . On the Effective Date, (a) each Person who votes to accept this Plan and (b) to the fullest extent permissible under applicable law, as such law may be extended or interpreted subsequent to the Effective Date, each entity (other than a Debtor) which has held, holds, or may hold a Claim against or Interest in the Debtors, in consideration for the obligations of the Debtors and the Reorganized Debtors under this Plan and Cash, General Unsecured MDA Distribution, and other contracts, instruments, releases, agreements, or documents to be delivered in connection with this Plan (each, a "Release Obligor"), shall have conclusively, absolutely, unconditionally, irrevocably, and forever released and discharged all Released Parties for and from any claim or Cause of Action existing as of the Effective Date in any manner arising from, based on, or relating to, in whole or in part, the Debtors, the subject matter of,

otherwise affected in any way by the Chapter 11 Cases); (b) the Debtors or the Reorganized Debtors, as the case may be, shall maintain directors' and officers' insurance providing coverage for those Indemnitees currently covered by such policies for the remaining term of such policy and shall maintain tail coverage under policies in existence as of the Effective Date for a period of six years after the Effective Date, to the fullest extent permitted by such provisions, in each case insuring such parties in respect of any claims, demands, suits, Causes of Action, or proceedings against such Persons based upon any act or omission related to such Person's service with, for, or on behalf of the Debtors in at least the scope and amount as currently maintained by the Debtors (the "Insurance Coverage") and hereby further indemnify such Indemnitees without Continuing Indemnification Rights solely to pay for any deductible or retention amount that may be payable in connection with any claim covered under either the foregoing Insurance Coverage or any prior similar policy in an aggregate amount not to exceed \$10 million; (c) the insurers who issue the Insurance Coverage shall be authorized to pay any professional fees and expenses incurred in connection with any action relating to any Indemnification Rights and Continuing Indemnification Rights; and (d) the Debtors or the Reorganized Debtors, as the case may be, shall indemnify Indemnitees with Continuing Indemnification Rights and agree to pay for any deductible or retention amount that may be payable in connection with any claim covered under either the foregoing Insurance Coverage or any prior similar policy. Notwithstanding subclause (a) above, pursuant to the Stipulation and Agreement of Insurance Settlement (the "Insurance Stipulation") the Delphi Officers' and Directors' (as defined in the Insurance Stipulation) indemnification claims related to the MDL Actions and related government investigations and proceedings have been estimated at \$0 for all purposes in these cases, and the Delphi Officers and Directors have released all such indemnification claims against Delphi, subject to the Delphi Officers' and Directors' right to assert an indemnification claim against Delphi for legal fees and expenses incurred in the defense of unsuccessful claims asserted as a defense or set-off by Delphi against the Delphi Officers and Directors related to the MDL Actions or related government investigations and proceedings, all as more particularly set forth in the Insurance Stipulation.

11.13 Exclusions And Limitations On Exculpation, Indemnification, And Releases. Notwithstanding anything in this Plan to the contrary, no provision of this Plan, the Confirmation Order, or the Modification Approval Order, including, without limitation, any exculpation, indemnification, or release provision, shall modify, release, or otherwise limit the liability of any Person not specifically released hereunder, including, without limitation, any Person who is a co-obligor or joint tortfeasor of a Released Party or who is otherwise liable under theories of vicarious or other derivative liability.

11.14 Injunction. Subject to Article 11.13 of this Plan, ^ the satisfaction, release, and discharge pursuant to this Article XI shall act as an injunction against any Person commencing or continuing any action, employment of process, or act to collect, offset, or recover any Claim, Interest, or Cause of Action satisfied, released, or discharged under this Plan to the fullest extent authorized or provided by the Bankruptcy Code, including, without limitation, to the extent provided for or authorized by sections 524 and 1141 thereof.

ARTICLE XII

CONDITIONS PRECEDENT

IN THE UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

-----	x	
	:	
In re	:	Chapter 11
	:	
DELPHI CORPORATION, <u>et al.</u>	:	Case No. 05-44481 (RDD)
	:	
Debtors.	:	(Jointly Administered)
	:	
-----	x	

AFFIDAVIT OF SERVICE

I, Evan Gershbein, being duly sworn according to law, depose and say that I am employed by Kurtzman Carson Consultants LLC, the Court appointed claims and noticing agent for the Debtors in the above-captioned cases.

On or before October 9, 2009, I caused to be served the document listed below upon the parties listed on Exhibit A hereto via postage pre-paid U.S. mail:

Notice of (A) Order Approving Modifications to First Amended Joint Plan of Reorganization of Delphi Corporation and Certain Affiliates, Debtors and Debtors-in-Possession and (B) Occurrence of Effective Date (Docket No. 18958)

On or before October 13, 2009, I caused to be served the appropriate number of copies of the document listed below (i) upon the service list attached hereto as Exhibit B, for subsequent distribution to beneficial holders of Common Stock, CUSIP 172737 10 8; 6 ½% Notes due 2009, CUSIP 247126 AB 1; 7 1/8% Notes due 2029, CUSIP 247126 AC 9; 6.55% Notes due 2006, CUSIP 247126 AD 7; 6.50% Notes due 2013, CUSIP 247126 AE 5; 8 ¼% Adjustable Rate Subordinated Note due 2033, CUSIP 247126 AF 2; and 6.197% Junior Subordinated Note due 2033, CUSIP 247126 AG 0, via Overnight mail and hand delivery; (ii) upon the parties set forth on Exhibit C via postage pre-paid U.S. Mail; (iii) upon the registered holders of Common Stock listed on Exhibit D, provided by Computershare as transfer agent, via postage pre-paid U.S. Mail; and (iv) upon the service list attached hereto as Exhibit E via Electronic mail.

Notice of (A) Order Approving Modifications to First Amended Joint Plan of Reorganization of Delphi Corporation and Certain Affiliates, Debtors and Debtors-in-Possession and (B) Occurrence of Effective Date (Docket No. 18958)



054448109101500000000001

Dated: October 14, 2009

/s/ Evan Gershbein

Evan Gershbein

State of California
County of Los Angeles

Subscribed and sworn to (or affirmed) before me on this 14th day of October, 2009, by
Evan Gershbein, proved to me on the basis of satisfactory evidence to be the person who
appeared before me.

Signature: /s/ Shannon J. Spencer

Commission Expires: 6/20/10

Delphi Corporation
Creditor Matrix

Lead Name	Creditor Name	Address	City	State	Zip	County
COHEN LEIGH			BIRCH RUN	MI	48415	

IN THE UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

----- x
In re : Chapter 11
:
DELPHI CORPORATION, et al., : Case No. 05-44481 (RDD)
:
Debtors. : (Jointly Administered)
:
----- x

AFFIDAVIT OF SERVICE

I, Evan Gershbein, being duly sworn according to law, depose and say that I am employed by Kurtzman Carson Consultants LLC, the Court appointed claims and noticing agent for the Debtors in the above-captioned cases. I submit this Affidavit in connection with the service of the solicitation materials for the **First Amended Joint Plan of Reorganization of Delphi Corporation and Certain Affiliates, Debtors and Debtors-In-Possession (As Modified)** [Docket No. 17030] (“the Plan”).

On December 1, 2005, the Court signed and entered an Order Pursuant to 28 U.S.C. § 156(c) Authorizing Retention and Appointment of Kurtzman Carson Consultants LLC as Claims, Noticing and Balloting Agent for Clerk of Bankruptcy Court [Docket No. 1374] designating KCC as the official Balloting Agent.

KCC is charged with the duty of printing and distributing Solicitation Packages to creditors and other interested parties pursuant to the instructions set forth in the **Order (A)(I) Approving Modifications to Debtors' First Amended Plan of Reorganization (as Modified) and Related Disclosures and Voting Procedures and (II) Setting Final Hearing Date to Consider Modifications to Confirmed First Amended Plan of Reorganization and (B) Setting Administrative Expense Claims Bar Date and Alternative Transaction Hearing Date ("Modification Procedures Order")** [Docket No. 17032] (“Modification Procedures Order”) as entered by the Court on June 16, 2009.

The various solicitation materials consist of the following documents:

- 1) Ballot for Accepting or Rejecting First Amended Joint Plan of Reorganization of Delphi Corporation and Certain Affiliates, Debtors and Debtors-In-Possession (As Modified) (Class A Secured Claims) (“Class A Ballot”) (attached hereto as Exhibit A);
- 2) Ballot for Accepting or Rejecting First Amended Joint Plan of Reorganization of Delphi Corporation and Certain Affiliates, Debtors and Debtors-In-Possession (As Modified) (Class C-1 General Unsecured Claims) (“Class C-1 Ballot”) (attached hereto as Exhibit B);



- 3) Ballot for Accepting or Rejecting First Amended Joint Plan of Reorganization of Delphi Corporation and Certain Affiliates, Debtors and Debtors-In-Possession (As Modified) (Class C-2 Pension Benefit Guaranty Corporation Claims) ("Class C-2 Ballot") (attached hereto as Exhibit C);
- 4) Ballot for Accepting or Rejecting First Amended Joint Plan of Reorganization of Delphi Corporation and Certain Affiliates, Debtors and Debtors-In-Possession (As Modified) (Class D General Motors Corporation Claim) ("Class D Ballot") (attached hereto as Exhibit D);
- 5) Notice of (1) Approval of Supplement; (2) Hearing on Modifications to Plan; (3) Deadline and Procedures for Filing Objections to Modifications of Plan; (4) Deadline and Procedures for Temporary Allowance of Certain Claims for Voting Purposes; (5) Treatment of Certain Unliquidated, Contingent, or Disputed Claims for Noticing, Voting, and Distribution Purposes; (6) Record Date; (7) Voting Deadline for Receipt of Ballots; and (9) Proposed Releases, Exculpation, and Injunction in Modified Plan ("Final Modification Hearing Notice") (attached hereto as Exhibit E);
- 6) a letter from the Delphi Corporation Official Committee of Unsecured Creditors ("Creditors' Committee Letter") (attached hereto as Exhibit F);
- 7) First Amended Disclosure Statement Supplement with Respect to First Amended Plan of Reorganization (As Modified), Modification Procedures Order and December 10, 2007 Solicitation Procedures Order, in CD-ROM format ("CD-ROM")
- 8) Notice of Non-Voting Status with Respect to Certain Claims and Interests ("Notice of Non-Voting Status") (attached hereto as Exhibit G);
- 9) Notice to Unimpaired Creditors of (I) Filing of Proposed Modified Plan of Reorganization, (II) Treatment of Claims Under Modified Plan, (III) Hearing on Approval of Modified Plan, and (IV) Deadline and Procedures for Filing Objections Thereto ("Unimpaired Notice") (attached hereto as Exhibit H);
- 10) a memorandum from Kurtzman Carson Consultants to additional notice parties of ballot recipients ("Ballot Notice Party Memo") (attached hereto as Exhibit I);
- 11) Notice of Bar Date for Filing Proofs of Administrative Expense ("Administrative Bar Date Notice") (attached hereto as Exhibit J); and
- 12) Administrative Expense Claim Form ("Administrative Expense Claim Form") (attached hereto as Exhibit K).

On or before June 20, 2009, I caused to be served a personalized Class A Ballot, Final Modification Hearing Notice, Creditors' Committee Letter, CD-ROM, Administrative Bar Date Notice, Administrative Expense Claim Form and a pre-addressed, postage pre-paid return envelope upon the parties listed on Exhibit L via postage pre-paid U.S. mail.

On or before June 20, 2009, I caused to be served a personalized Class C-1 Ballot, Final Modification Hearing Notice, Creditors' Committee Letter, CD-ROM, Administrative Bar Date Notice, Administrative Expense Claim Form and a pre-addressed, postage pre-paid return envelope upon the parties listed on Exhibit M via postage pre-paid U.S. mail.

On or before June 20, 2009, I caused to be served a personalized Class C-2 Ballot, Final Modification Hearing Notice, Creditors' Committee Letter, CD-ROM, Administrative Bar Date Notice, Administrative Expense Claim Form and a pre-addressed, postage pre-paid return envelope upon the party listed on Exhibit N via postage pre-paid U.S. mail.

On or before June 20, 2009, I caused to be served a personalized Class D Ballot, Final Modification Hearing Notice, Creditors' Committee Letter, CD-ROM, Administrative Bar Date Notice, Administrative Expense Claim Form and a pre-addressed, postage pre-paid return envelope upon the party listed on Exhibit O via postage pre-paid U.S. mail.

On or before June 20, 2009, I caused to be served the Final Modification Hearing Notice, Creditors' Committee Letter, CD-ROM, Administrative Bar Date Notice and Administrative Expense Claim Form upon the parties listed on Exhibit P via postage pre-paid U.S. mail.

On or before June 20, 2009, I caused to be served the Final Modification Hearing Notice, Notice of Non-Voting Status, Administrative Bar Date Notice and Administrative Expense Claim Form upon the parties listed on Exhibit Q via postage pre-paid U.S. mail.


On or before June 20, 2009, I caused to be served the Final Modification Hearing Notice, Creditors' Committee Letter, CD-ROM, Unimpaired Notice, Administrative Bar Date Notice and Administrative Expense Claim Form upon the parties listed on Exhibit R via postage pre-paid U.S. mail.

On or before June 20, 2009, I caused to be served the Final Modification Hearing Notice, Creditors' Committee Letter, CD-ROM, Notice of Non-Voting Status, Administrative Bar Date Notice and Administrative Expense Claim Form upon the parties listed on Exhibit S via postage pre-paid U.S. mail.

On or before June 20, 2009, I caused to be served the Final Modification Hearing Notice, Creditors' Committee Letter, CD-ROM, Ballot Notice Party Memo, Administrative Bar Date Notice and Administrative Expense Claim Form upon the parties listed on Exhibit T via postage pre-paid U.S. mail.

On or before June 20, 2009, I caused to be served the Final Modification Hearing Notice, Administrative Bar Date Notice and Administrative Expense Claim Form upon the parties listed on Exhibit U via postage pre-paid U.S. mail.

Dated: June 23, 2009

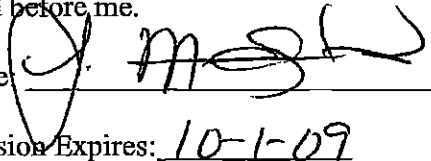


Evan Gershbein

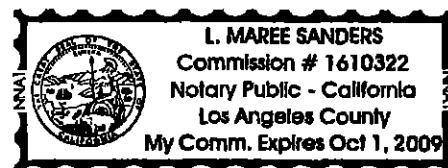
State of California
County of Los Angeles

Subscribed and sworn to (or affirmed) before me on this 23rd day of June, 2009, by Evan Gershbein, proved to me on the basis of satisfactory evidence to be the person who appeared before me.

Signature



Commission Expires: 10-1-09



CreditorName	CreditorNoticeName	Address1	Address2	Address3	Address4	City	State	Zip	Quantity
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	BIRCH RUN	MI	48416	



**OGLETREE, DEAKINS, NASH,
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Richard M. Tuyn
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April 12, 2010

Manda L. Westervelt, Esq.
The Mastromarco Firm
1024 N. Michigan Avenue
Saginaw, Michigan 48602

RE: *Leigh Ochoa v. DPH Holdings Co.*
Case No 09-14383

Dear Ms. Westervelt:

I write regarding *Leigh Ochoa v. DPH Holdings Co.* (the "Proceeding"). Please be aware that Plaintiff is precluded from proceeding by virtue of the Plan Modification Order entered by the United States Bankruptcy Court for the Southern District of New York on July 30, 2009. Specifically, your client is permanently enjoined from taking action in the Proceeding pursuant to Article 11.14 of the Defendant's plan of reorganization and paragraph 22 of the Bankruptcy Court's order approving the plan of reorganization. Moreover, because your client failed to file an administrative expense claim form in accordance with the procedures approved by the Bankruptcy Court evidencing the liabilities asserted in the Proceeding, your client's claim is barred. (See paragraph 47 of the Bankruptcy Court's order approving the Defendant's plan of reorganization; *see also*, paragraph 9, Notice of Effective Date.) Accordingly, we hereby have attached for your review and execution the enclosed joint stipulation agreeing to dismiss the Proceeding.

If, by April 20, 2010, we have not heard from you in response to this letter, or if you indicate that you will not agree to voluntarily dismiss this case, the Defendant will be forced to exercise its legal alternatives including, but not limited to, instituting proceedings in the Bankruptcy Court to enforce the plan of reorganization approved by the Bankruptcy Court and stay the Proceeding. As a courtesy, I have enclosed a summary of the relevant procedural history and applicable provisions from the plan of reorganization and the Bankruptcy Court's orders. For a copy of relevant orders, as well the Notice of Effective Date, please go to <http://www.dphholdingsdocket.com>.

Manda L. Westervelt, Esq.
April 12, 2010
Page 2

Thank you for your immediate attention to this matter.

Very truly yours,

OGLETREE, DEAKINS, NASH,
SMOAK & STEWART, PLLC



Richard M. Tuyn

RMT/kv
Enclosures

8478598.1 (OGLETREE)

SUMMARY OF PROCEDURAL HISTORY AND APPLICABLE PROVISIONS

In connection with the First Amended Joint Plan Of Reorganization Of Delphi Corporation And Certain Affiliates, Debtors And Debtors-In-Possession (As Modified) (Docket No. 17030) (the "Modified Plan"),¹ the Debtors sought an order from the Bankruptcy Court, among other things, establishing a bar date for the submission of claims asserting administrative expense priority under 11 U.S.C. § 503(b) and approving the Modified Plan. In connection therewith, and after notice and a hearing, on June 16, 2009, the Bankruptcy Court entered that certain Order (A)(I) Approving Modifications To Debtors' First Amended Plan Of Reorganization (As Modified) And Related Disclosures And Voting Procedures And (II) Setting Final Hearing Date To Consider Modifications To Confirmed First Amended Plan Of Reorganization And (B) Setting Administrative Expense Claims Bar Date And Alternative Transaction Hearing Date (Docket No. 17032) (the "Modification Procedures Order"). Pursuant to paragraphs 38 and 41 of the Modification Procedures Order:

[A]ny party that wishes to assert an administrative claim under 11 U.S.C. § 503(b) for the period from the commencement of these cases through June 1, 2009 shall file a proof of administrative expense (each, an "Administrative Expense Claim Form") for the purpose of asserting an administrative expense request, including any substantial contribution claims (each, an "Administrative Expense Claim" or "Claim") against any of the Debtors. July 15, 2009 at 5:00 p.m. prevailing Eastern time shall be the deadline for submitting all Administrative Expense Claims (the "[Initial] Administrative Expense Bar Date") for the period from the commencement of these cases through June 1, 2009.

Modification Procedures Order ¶38.

[A]ny party that is required but fails to file a timely Administrative Expense Claim Form shall be forever barred, estopped and enjoined from asserting such claim against the Debtors, and the Debtors and their property shall be forever discharged from any and all indebtedness, liability, or obligation with respect to such claim.

Modification Procedures Order ¶41.

On July 30, 2009, the Bankruptcy Court entered its Order Approving Modifications Under 11 U.S.C. § 1127(b) to (I) First Amended Joint Plan of Reorganization of Delphi Corporation and Certain Affiliates, Debtors and Debtors-In-Possession, as Modified and (II) Confirmation Order (Docket No. 12359) (Docket No. 18707) (the "Modification Approval Order"), which confirmed the Modified Plan. On October 6, 2009, the Modified Plan was substantially consummated and became effective. On that date, the Debtors emerged from chapter 11 as reorganized entities (the "Reorganized Debtors") and many of the corporate entities changed their corporate names.

¹ All references herein to the Bankruptcy Court Docket can be found at www.dphholdingsdocket.com.

Paragraph 47 of the Modification Approval Order provides in part (emphasis added):

[R]equests for payment of an Administrative [Expense] Claim (other than as set forth in the Modified Plan or otherwise contemplated by the Master Disposition Agreement, i.e., for such claims arising on or after June 1, 2009) must be filed, in substantially the form of the Administrative Claim Request Form attached as Exhibit 10.5 to the Modified Plan, with the Claims Agent and served on counsel for the Debtors and the Creditors' Committee no later than 30 days notice of after the Effective Date is filed on the docket of the Chapter 11 Cases [November 5, 2009].² **Any request for payment of an Administrative Claim pursuant to this paragraph that is not timely filed and served shall be disallowed automatically** without the need for any objection from the Debtors or the Reorganized Debtors.

Modification Approval Order ¶ 47 (emphasis added).

In addition, the Modified Plan provides that:

[T]he distributions and rights that are provided in [the Modified] Plan shall be in complete satisfaction, discharge, and release, effective as of the Effective Date, of Claims and Causes of Action, whether known or unknown, against, liabilities of, liens on, obligations of, rights against, and Interests in the Debtors or any of their assets or properties, regardless of whether any property shall have been distributed or retained pursuant to [the Modified] Plan on account of such Claims, rights, and Interests, including, but not limited to, Claims and Interests that arose before the Effective Date

Modified Plan Art. 11.2.

[T]he satisfaction, release, and discharge pursuant to [Article XI of the Modified Plan] **shall act as an injunction against any Person commencing or continuing any action, employment of process, or act to collect, offset, or recover any Claim, Interest, or Cause of Action satisfied, released, or discharged under [the Modified] Plan to the fullest extent authorized or provided by the Bankruptcy Code**

Modified Plan Art. 11.14 (emphasis added). Similarly, paragraph 22 of the Modification Approval Order provides that:

[T]he Debtors and all Persons shall be precluded and permanently enjoined on and after the Effective Date from (a) commencing or continuing in any manner any Claim, action, employment of process, or other proceeding of any kind with respect to any Claim, Interest, Cause of Action, or any other right or Claim against the Reorganized Debtors, which they possessed or may possess prior to

² The Effective Date of the Plan was October 6, 2009, which means Bar Date for Admin Claims that arose after June 1, 2009, was November 5, 2009.

the Effective Date, (b) the enforcement, attachment, collection, offset, recoupment, or recovery by any manner or means of any judgment, award, decree, order, or otherwise with respect to any Claim, Interest, Cause of Action, or any other right or Claim against the Reorganized Debtors, which they possessed or may possess prior to the Effective Date, (c) creating, perfecting, or enforcing any encumbrance of any kind with respect to any Claim, Interest, Cause of Action, or any other right or Claim against the Reorganized Debtors, which they possessed or may possess prior to the Effective Date, and (d) asserting any Claims, Interests, or Causes of Action that are satisfied, discharged, released, or subject to exculpation hereby or by the Modified Plan.

Modification Approval Order ¶ 22.

8478598.1 (OGLETREE)



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Richard M. Tuyn
richard.tuyn@ogletreedeakins.com

April 27, 2010

VIA FACSIMILE and U.S. Mail

Manda L. Westervelt, Esq.
The Mastromarco Firm
1024 N. Michigan Avenue
Saginaw, Michigan 48602

RE: *Leigh Ochoa v. DPH Holdings Co.*
Case No 09-14383

Dear Ms. Westervelt:

We received your letter indicating that you believe Plaintiff's claims are not barred by the bankruptcy proceedings. While we agree with your assessment of the language you cited, we would refer you to additional language which does bar your client's claims. By way of background, there were actually three bar dates in total. The first was for pre-petition (Pre-10/8/2005) claims which had to be filed by July 31, 2006. The second, usually referred to as the "Initial Administrative Claims Bar Date" was for claims arising from October 8, 2005 to June 1, 2009. The third, referred to as the "Final Administrative Claims Bar Date" was for claims arising after June 1, 2009 but before the Effective Date of the plan of reorganization (October 6, 2009). As you point out, Leigh Ochoa's claims fall into the latter category.

In the Notice of (A) Order Approving Modifications to First Amended Joint Plan of Reorganization of Delphi Corporation and Certain Affiliates, Debtors and Debtors-In-Possession and (B) Occurrence of Effective Date (Docket No. 18958)(attached hereto as Exhibit A), it specifically states that the Effective Date of the Modified Plan is October 6, 2009. Under the Bankruptcy Court's Orders, all claims which accrued prior to the Effective Date (i.e., prior to October 6, 2009) had to be filed no later than November 5, 2009. Indeed, under the Administrative Bar Date section of the Notice of Effective Date, it specifically states that:

Requests for payment of an Administrative Claim (other than as set forth in Article X of the Modified Plan), must be filed with the Claims Agent and served on counsel for the Debtors and the Creditors' Committee no later than November 5, 2009 or shall be disallowed automatically without the need for any objection from the Debtors or Reorganized Debtors. Unless the Debtors or the Reorganized Debtors object to an Administrative Claim on or prior to May 4, 2010 (unless such objection period is extended by the Bankruptcy Court), such Administrative Claim shall be deemed allowed in the amount requested. In the event that the

Manda L. Westervelt, Esq.
April 27, 2010
Page 2

Debtors or the Reorganized Debtors object to an Administrative Claim, the Bankruptcy Court shall determine the allowed amount of such Administrative Claim.

This language is consistent with the Order Approving Modifications under 11 U.S.C. § 1127(b) to (I) First Amended Joint Plan of Reorganization of Delphi Corporation and Certain Affiliates, Debtors and Debtors-in-Possession, as Modified and (II) Confirmation Order (Docket No. 12359)). Specifically, in Paragraph 47 of that Order it states:

[R]equests for payment of an Administrative [Expense] Claim (other than as set forth in the Modified Plan or otherwise contemplated by the Master Disposition Agreement, i.e., for such claims arising on or after June 1, 2009) must be filed, in substantially the form of the Administrative Claim Request Form attached as Exhibit 10.5 to the Modified Plan, with the Claims Agent and served on counsel for the Debtors and the Creditors' Committee no later than 30 days notice of after the Effective Date is filed on the docket of the Chapter 11 Cases [November 5, 2009].¹ **Any request for payment of an Administrative Claim pursuant to this paragraph that is not timely filed and served shall be disallowed automatically** without the need for any objection from the Debtors or the Reorganized Debtors.

Exhibit B, Modified Plan, Paragraph 47 (emphasis added). In addition, the Modified Plan provides that:

[T]he distributions and rights that are provided in [the Modified] Plan shall be in complete satisfaction, discharge, and release, effective as of the Effective Date, of Claims and Causes of Action, whether known or unknown, against, liabilities of, liens on, obligations of, rights against, and Interests in the Debtors or any of their assets or properties, regardless of whether any property shall have been distributed or retained pursuant to [the Modified] Plan on account of such Claims, rights, and Interests, including, but not limited to, Claims and Interests that arose before the Effective Date . . .

Modified Plan Art. 11.2(emphasis added).

[T]he satisfaction, release, and discharge pursuant to [Article XI of the Modified Plan] **shall act as an injunction against any Person commencing or continuing any action, employment of process, or act to collect, offset, or recover any Claim, Interest, or Cause of Action satisfied, released, or discharged under**

¹ The Effective Date of the Plan was October 6, 2009, which means Bar Date for Admin Claims that arose after June 1, 2009, was November 5, 2009.

Manda L. Westervelt, Esq.
April 27, 2010
Page 3

**[the Modified] Plan to the fullest extent authorized or provided by the
Bankruptcy Code**

Modified Plan Art. 11.14 (emphasis added). Similarly, paragraph 22 of the Modification Approval Order provides that:

[T]he Debtors and all Persons shall be precluded and permanently enjoined on and after the Effective Date from (a) commencing or continuing in any manner any Claim, action, employment of process, or other proceeding of any kind with respect to any Claim, Interest, Cause of Action, or any other right or Claim against the Reorganized Debtors, which they possessed or may possess prior to the Effective Date, (b) the enforcement, attachment, collection, offset, recoupment, or recovery by any manner or means of any judgment, award, decree, order, or otherwise with respect to any Claim, Interest, Cause of Action, or any other right or Claim against the Reorganized Debtors, which they possessed or may possess prior to the Effective Date, (c) creating, perfecting, or enforcing any encumbrance of any kind with respect to any Claim, Interest, Cause of Action, or any other right or Claim against the Reorganized Debtors, which they possessed or may possess prior to the Effective Date, and (d) asserting any Claims, Interests, or Causes of Action that are satisfied, discharged, released, or subject to exculpation hereby or by the Modified Plan.

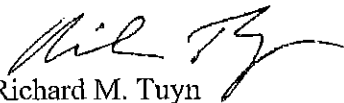
Modification Approval Order ¶ 22(emphasis added).

Based on these Orders, any claim that Leigh Ochoa had against Delphi had to be filed no later than November 5, 2009, and her current claims are untimely and improper. We are attaching the relevant provisions of the Orders/notices for your ease of reference. Complete copies of these documents are available at <http://dphholdingsdocket.com>. After you have had an opportunity to review these documents, please advise whether you are willing to dismiss this action or whether a motion is necessary. If we do not hear from you by May 3, 2010, we will be forced to file a motion to dismiss.

Thank you for your immediate attention to this matter.

Very truly yours,

OGLETREE, DEAKINS, NASH,
SMOAK & STEWART, PLLC


Richard M. Tuyn

RMT/kv
Enclosures

EXHIBIT A

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Debtors and Debtors-in-Possession

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Delphi Legal Information Website:
<http://www.delphidocket.com>

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

-----	x	
	:	
In re	:	Chapter 11
	:	
DELPHI CORPORATION, <u>et al.</u> ,	:	Case No. 05-44481 (RDD)
	:	
Debtors.	:	(Jointly Administered)
	:	
-----	x	

NOTICE OF (A) ORDER APPROVING MODIFICATIONS TO FIRST
AMENDED JOINT PLAN OF REORGANIZATION OF DELPHI CORPORATION
AND CERTAIN AFFILIATES, DEBTORS AND DEBTORS-IN-POSSESSION
AND (B) OCCURRENCE OF EFFECTIVE DATE

1. **Confirmation Of The Plan.** On January 25, 2008 (the "Confirmation Date"), the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court") entered an order confirming the First Amended Joint Plan Of Reorganization Of Delphi Corporation And Certain Affiliates, Debtors And Debtors-In-Possession, dated January 25, 2008 (the "Confirmed Plan"), in the Chapter 11 Cases of Delphi Corporation and certain of its subsidiaries and affiliates, the debtors and debtors-in-possession in the above-captioned cases (collectively, the "Debtors").



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2. **Approval Of Modifications To The Confirmed Plan.** On July 30, 2009 (the "Modification Approval Date"), the Bankruptcy Court entered an order (the "Modification Approval Order") approving certain modifications to the Confirmed Plan embodied in the First Amended Joint Plan Of Reorganization Of Delphi Corporation And Certain Affiliates, Debtors And Debtors-In-Possession (As Modified) (the "Modified Plan"), attached as Exhibit A to the Modification Approval Order. Unless otherwise defined in this Notice Of (A) Order Approving Modifications To First Amended Joint Plan Of Reorganization Of Delphi Corporation And Certain Affiliates, Debtors And Debtors-In-Possession And (B) Occurrence Of Effective Date, capitalized terms and phrases used herein have the meaning(s) given to them in the Modified Plan and the Modification Approval Order.

3. **Effective Date.** On October 6, 2009, the Effective Date of the Modified Plan occurred. The Modified Plan was substantially consummated at a closing that occurred at the offices of Skadden, Arps, Slate, Meagher & Flom LLP in New York City, New York; provided however, that all of the transactions contemplated by the Master Disposition Agreement and related agreements to occur at the closing are effective for tax and accounting purposes as of 11:58 p.m., local time, on the Closing Date as defined in the Master Disposition Agreement.

4. **Discharge Of Claims And Termination Of Interests.** Pursuant to section 1141(d) of the Bankruptcy Code, except as otherwise specifically provided in the Modified Plan, Confirmation Order, or Modification Approval Order, the distributions and rights that are provided in the Modified Plan shall be in complete satisfaction, discharge, and release, effective as of the Effective Date, of Claims and Causes of Action, whether known or unknown, against, liabilities of, liens on, obligations of, rights against, and Interests in the Debtors or any of their assets or properties, regardless of whether any property shall have been distributed or retained pursuant to the Modified Plan on account of such Claims, rights, and Interests, including, but not limited to, Claims and Interests that arose before the Effective Date, and all debts of the kind specified in sections 502(g), 502(h), or 502(i) of the Bankruptcy Code, in each case whether or not (a) a proof of claim or interest based upon such Claim, debt, right, or Interest is filed or deemed filed under section 501 of the Bankruptcy Code, (b) a Claim or Interest based upon such Claim, debt, right, or Interest is allowed under section 502 of the Bankruptcy Code, or (c) the holder of such a Claim, right, or Interest accepted the Modified Plan. Due to the occurrence of the Effective Date, the Modification Approval Order shall be a judicial determination of the discharge of all Claims against and Interests in the Debtors.

5. **Injunctions.**

(a) Subject to Article 11.13 of the Modified Plan, the satisfaction, release, and discharge pursuant to Article XI of the Modified Plan shall act as an injunction against any Person commencing or continuing any action, employment of process, or act to collect, offset, or recover any Claim, Interest, or Cause of Action satisfied, released, or discharged under the Modified Plan to the fullest extent authorized or provided by the Bankruptcy Code, including, without limitation, to the extent provided for or authorized by sections 524 and 1141 thereof.

(b) By accepting distributions pursuant to the Modified Plan, each Holder of an Allowed Claim shall be deemed to have specifically consented to the injunctions set forth in Article XI of the Modified Plan.

6. **Release By Debtors Of Certain Parties.** Pursuant to section 1123(b)(3) of the Bankruptcy Code, but subject to Article 11.13 of the Modified Plan, effective as of the Effective Date, each Debtor, in its individual capacity and as a debtor-in-possession for and on behalf of its Estate, shall release and discharge and be deemed to have conclusively, absolutely, unconditionally, irrevocably, and forever released and discharged all Released Parties for and from any and all claims or Causes of Action

existing as of the Effective Date in any manner arising from, based on, or relating to, in whole or in part, the Debtors, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Modified Plan, the business or contractual arrangements between any Debtor and any Released Party, the restructuring of Claims and Interests prior to or in the Chapter 11 Cases, or any act, omission, occurrence, or event in any manner related to any such Claims, Interests, restructuring, or the Chapter 11 Cases. The Reorganized Debtors, including Reorganized DPH Holdings, and any newly-formed entities that will be continuing the Debtors' businesses after the Effective Date, shall be bound, to the same extent the Debtors are bound, by the releases and discharges set forth above. Notwithstanding the foregoing, nothing in the Modified Plan shall be deemed to release (i) any of the Debtors or GM from their obligations under the Delphi-GM Definitive Documents or the transactions contemplated thereby, except to the extent set forth in the Master Disposition Agreement, (ii) any of the Debtors, the Unions, or GM from their obligations under the Union Settlement Agreements or the transactions contemplated thereby, (iii) any of the Buyers from their obligations under the Master Disposition Agreement, or (iii) any of the Debtors or the Plan Investors or their affiliates from their obligations under the Investment Agreement or the transactions contemplated thereby.

7. **Release By Holders Of Claims And Interests.** On the Effective Date, (a) each Person who votes to accept the Modified Plan and (b) to the fullest extent permissible under applicable law, as such law may be extended or interpreted subsequent to the Effective Date, each entity (other than a Debtor) which has held, holds, or may hold a Claim against or Interest in the Debtors, in consideration for the obligations of the Debtors and the Reorganized Debtors under the Modified Plan and Cash, General Unsecured MDA Distribution, and other contracts, instruments, releases, agreements, or documents to be delivered in connection with the Modified Plan (each, a "Release Obligor"), shall have conclusively, absolutely, unconditionally, irrevocably, and forever released and discharged all Released Parties for and from any claim or Cause of Action existing as of the Effective Date in any manner arising from, based on, or relating to, in whole or in part, the Debtors, the subject matter of, or the transaction or event giving rise to, the claim of such Release Obligor, the business or contractual arrangements between any Debtor and Release Obligor or any Released Party, the restructuring of the claim prior to the Chapter 11 Cases, or any act, omission, occurrence, or event in any manner related to such subject matter, transaction, obligation, restructuring, or the Chapter 11 Cases, including, but not limited to, any claim relating to, or arising out of the Debtors' Chapter 11 Cases, the negotiation and filing of the Modified Plan, the filing of the Chapter 11 Cases, the formulation, preparation, negotiation, dissemination, filing, implementation, administration, confirmation, or consummation of the Modified Plan, the Disclosure Statement, the Plan Exhibits, the Delphi-PBGC Settlement Agreement, the Credit Bid, the Master Disposition Agreement, the Union Settlement Agreements, any employee benefit plan, instrument, release, or other agreement or document created, modified, amended or entered into in connection with either the Modified Plan or any other agreement with the Unions, including but not limited to the Union Settlement Agreements, or any other act taken or not taken consistent with the Union Settlement Agreements in connection with the Chapter 11 Cases; provided, however, that (A) Article 11.5 of the Modified Plan is subject to and limited by Article 11.13 of the Modified Plan and (B) 11.5 of the Modified Plan shall not release any Released Party from any Cause of Action held by a governmental entity existing as of the Effective Date based on (i) the Internal Revenue Code or other domestic state, city, or municipal tax code, (ii) the environmental laws of the United States or any domestic state, city, or municipality, (iii) any criminal laws of the United States or any domestic state, city, or municipality, (iv) the Exchange Act, the Securities Act, or other securities laws of the United States or any domestic state, city, or municipality, (v) the Employee Retirement Income Security Act of 1974, as amended, or (vi) the laws and regulations of the Bureau of Customs and Border Protection of the United States Department of Homeland Security. Notwithstanding the foregoing, all releases given by GM to (i) the Debtors and the Debtors' Affiliates shall be as set forth in the Delphi-GM Global Settlement Agreement and (ii) the Unions shall be as set forth in the Union Settlement Agreements.

8. Assumption And Assignment Of Executory Contracts And Unexpired Leases.

Subject to the terms of the Modified Plan, Modification Approval Order, and any related Bankruptcy Court orders, upon the occurrence of the Effective Date, each executory contract or unexpired lease assumed, or assumed and assigned, as applicable, pursuant to Article VIII of the Modified Plan, shall vest in and be fully enforceable by the applicable Reorganized Debtor or its assignee in accordance with its terms. On the Effective Date, all executory contracts and unexpired leases as to which any Debtor is a party are deemed automatically assumed by the applicable Reorganized Debtor in accordance with the provisions and requirements of sections 365 and 1123 of the Bankruptcy Code as of the Effective Date, unless such executory contracts or unexpired leases (a) have been previously rejected by the Debtors by Final Order of the Bankruptcy Court, (b) are the subject of a motion to reject, or that otherwise authorizes rejection, filed on or before the Modification Approval Date, (c) have been rejected or assumed pursuant to a motion to sell or transfer property or assets filed by the Debtors prior to the Effective Date, (d) have expired or terminated on or prior to the Effective Date (and were not otherwise extended) pursuant to their own terms, (e) are listed on the schedule of rejected contracts on Exhibit 8.1(a) to the Modified Plan, or (f) are otherwise rejected pursuant to the terms of the Modified Plan and/or upon the direction of either Buyer pursuant to the Master Disposition Agreement. Subject to the foregoing sentences, entry of the Modification Approval Order by the Bankruptcy Court approved the rejections, assumptions, and assumptions and assignments contemplated by the Modified Plan, the Modification Approval Order, the Master Disposition Agreement, and related documents pursuant to sections 365 and 1123 of the Bankruptcy Code as of the Effective Date.

9. Bar Dates

(a) **Administrative Bar Date.** Requests for payment of an Administrative Claim (other than as set forth in Article X of the Modified Plan), must be filed with the Claims Agent and served on counsel for the Debtors and the Creditors' Committee no later than November 5, 2009 or shall be disallowed automatically without the need for any objection from the Debtors or Reorganized Debtors. Unless the Debtors or the Reorganized Debtors object to an Administrative Claim on or prior to May 4, 2010 (unless such objection period is extended by the Bankruptcy Court), such Administrative Claim shall be deemed allowed in the amount requested. In the event that the Debtors or the Reorganized Debtors object to an Administrative Claim, the Bankruptcy Court shall determine the allowed amount of such Administrative Claim.

(b) **Professional Claims And Final Fee Applications.** All final requests for payment of Professional Claims and requests for reimbursement of expenses of members of the Statutory Committees must be filed no later than December 31, 2009. After notice and a hearing in accordance with the procedures established by the Bankruptcy Code and prior orders of the Bankruptcy Court, the allowed amounts of such Professional Claims and expenses shall be determined by the Bankruptcy Court. Pursuant to the Bankruptcy Court's prior orders, any requirement that Professionals comply with sections 327 through 331 of the Bankruptcy Code in seeking retention or compensation for services rendered terminated on the Confirmation Date, and the Reorganized Debtors have employed and paid Professionals in the ordinary course of business thereafter.

(c) **Substantial Contribution Bar Date.** Except as otherwise provided in the Modification Approval Order, any Person who requests compensation or expense reimbursement for making a substantial contribution in the Chapter 11 Cases pursuant to sections 503(b)(3), (4), and (5) of the Bankruptcy Code shall file an application with the clerk of the Bankruptcy Court on or before November 20, 2009, and serve such application on counsel for the Debtors, the Creditors' Committee, the United States Trustee for the Southern District of New York, and such other parties as may be decided by the Bankruptcy Court and the Bankruptcy Code on or before November 20, 2009, or be forever barred from seeking such compensation or expense reimbursement.

Dated: New York, New York
October 6, 2009

SKADDEN, ARPS, SLATE, MEAGHER &
FLOM LLP

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John Wm. Butler, Jr.
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Attorneys for Delphi Corporation, et al.,
Debtors and Debtors-in-Possession

EXHIBIT B

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

-----X	
In re	: Chapter 11
DELPHI CORPORATION, <u>et al.</u> ,	: Case No. 05-44481 (RDD)
Debtors.	: (Jointly Administered)
-----X	

ORDER APPROVING MODIFICATIONS UNDER 11 U.S.C. § 1127(b) TO
(I) FIRST AMENDED JOINT PLAN OF REORGANIZATION OF DELPHI
CORPORATION AND CERTAIN AFFILIATES, DEBTORS AND
DEBTORS-IN-POSSESSION, AS MODIFIED AND
(II) CONFIRMATION ORDER (DOCKET NO. 12359)

("PLAN MODIFICATION ORDER")

Upon the Court's Findings of Fact, Conclusions of Law, And Order Under
11 U.S.C. §§ 1129(a) And (b) And Fed. R. Bankr. P. 3020 Confirming the First Amended
Joint Plan Of Reorganization Of Delphi Corporation ("Delphi") And Certain Affiliates,
Debtors And Debtors-In-Possession (each, a "Debtor"), As Modified (the "Confirmed
Plan"), dated January 25, 2008 (Docket No. 12359) (the "Confirmation Order"); and

Upon the Debtors' Motion for Order (I) Approving Modifications to
Debtors' First Amended Plan of Reorganization (as Modified) and Related Disclosures
and Voting Procedures and (II) Setting Final Hearing Date to Consider Modifications to
Confirmed First Amended Plan of Reorganization (Docket No. 14310), dated October 3,
2008, (the "Plan Modification Approval Motion"); and

Upon the Debtors' (A) Supplement to Motion for Order (I) Approving
Modifications to Debtors' First Amended Plan of Reorganization (as Modified) and



subject the Reorganized Debtors to any liability by reason of such transfer under the Bankruptcy Code or under applicable nonbankruptcy law, including, without limitation, any laws affecting successor or transferee liability.

20. Discharge, Releases, Limitations Of Liability, And Indemnification. Pursuant to applicable law, including sections 105(a) and 1123(b)(3) and (6) of the Bankruptcy Code, the discharge of the Debtors and any of their assets or properties provided in Article 11.2 of the Modified Plan, as approved herein, the releases set forth in Articles 11.4, 11.5, 11.6, and 11.7 of the Modified Plan, and the exculpation and limitation of liability provisions set forth in Article 11.11 of the Modified Plan, are deemed incorporated in this order as if set forth in full herein and are hereby approved as an integral part of the Modified Plan and are fair, equitable, reasonable and in the best interests of the Debtors, their estates, and holders of Claims and Interests; provided, however, notwithstanding anything in this order, the exculpation provisions or releases provided pursuant to Article 11 of the Modified Plan shall have no effect on the liability of any entity that otherwise would result from any action or omission to the extent that such action or omission is determined in a final order to have constituted intentional fraud or willful misconduct.

21. Limitation on Releases. None of the releases provided in the Modified Plan, as modified herein, shall be applicable with respect to any of the Plan Investors or their affiliates with respect to their obligations under the Investment Agreement, the transactions contemplated thereby, or any litigation related thereto, including any and all defendants to such actions.

22. Injunction. Except as otherwise specifically provided in the Modified Plan, the MDA Documents, or this order and except as may be necessary to enforce or remedy a breach of the Modified Plan, the Debtors and all Persons shall be precluded and permanently enjoined on and after the Effective Date from (a) commencing or continuing in any manner any Claim, action, employment of process, or other proceeding of any kind with respect to any Claim, Interest, Cause of Action, or any other right or Claim against the Reorganized Debtors, which they possessed or may possess prior to the Effective Date, (b) the enforcement, attachment, collection, offset, recoupment, or recovery by any manner or means of any judgment, award, decree, order, or otherwise with respect to any Claim, Interest, Cause of Action, or any other right or Claim against the Reorganized Debtors, which they possessed or may possess prior to the Effective Date, (c) creating, perfecting, or enforcing any encumbrance of any kind with respect to any Claim, Interest, Cause of Action, or any other right or Claim against the Reorganized Debtors, which they possessed or may possess prior to the Effective Date, and (d) asserting any Claims, Interests, or Causes of Action that are satisfied, discharged, released, or subject to exculpation hereby or by the Modified Plan.

23. Automatic Stay. The stay in effect in the Chapter 11 Cases pursuant to section 362(a) of the Bankruptcy Code shall continue to be in effect until the Effective Date, and at that time shall be dissolved and of no further force or effect, subject to the injunction set forth in the preceding paragraph and/or sections 524 and 1141 of the Bankruptcy Code and Article 11.14 of the Modified Plan; provided, however, that nothing herein shall bar the filing of financing documents (including Uniform Commercial Code financing statements, security agreements, leases, mortgages, trust

asserting against the Debtors or the Purchasing Entities, or the property of any of them, any default, counterclaim, defense, setoff, or any other Claim asserted or assertable against the Debtors (a) arising prior to or existing as of the Effective Date with respect to any prepetition periods, except for Cure, (b) arising after the commencement of the chapter 11 cases but on or prior to June 1, 2009, except for such defaults as were asserted in an administrative expense claim filed against the Debtors on or prior to July 15, 2009 in accordance with the administrative claims procedures set forth in the Modification Procedures Order, and (c) arising after June 1, 2009 but on or prior to the Effective Date, except for such defaults as are asserted in an administrative claim filed in accordance with Article 10.5 of the Modified Plan. The failure of the Debtors or the Purchasing Entities to enforce at any time one or more terms or conditions of any Acquired Contract shall not be a waiver of such terms or conditions or of the Debtors' and the Purchasing Entities' rights to enforce every term and condition of the Acquired Contracts.

44. Bar Date For Rejection Damage Claims And Related Procedures.

If the rejection by the Debtors, pursuant to the Modified Plan or otherwise, of an executory contract or unexpired lease results in a Claim, then such Claim shall be forever barred and shall not be enforceable against either the Debtors, the Reorganized Debtors, or such entities' properties unless a proof of claim is filed with the Claims Agent and served upon counsel to the Debtors and the Creditors' Committee within 30 days after the later of (a) entry of this order or (b) notice that the executory contract or unexpired lease has been rejected, unless otherwise ordered by the Court.

45. Record Date For Claims Distributions. The Reorganized Debtors, the Disbursing Agent, the Indenture Trustees (as agent or Servicer as described in Section

9.5 of the Modified Plan), and the Servicers shall have no obligation to recognize the transfer of, or the sale of any participation in, any Allowed Claim that occurs after June 8, 2009 (the "Claims Record Date"), and shall be entitled for all purposes herein to recognize and distribute only to those holders of Allowed Claims who are holders of such Claims, or participants therein, as of the Claims Record Date. The Reorganized Debtors, the Disbursing Agent, the Indenture Trustees (as agent or Servicer as described in Section 9.5 of the Modified Plan), and the Servicers shall instead be entitled to recognize and deal for all purposes under the Modified Plan with only those record holders stated on the official claims register or the transfer ledger, as the case may be, as of the Claims Record Date. On the Claims Record Date, the transfer ledgers of the Indenture Trustees or other agents or Servicers shall be closed, and there shall be no further changes in the record holders of securities. The Reorganized Debtors, the Disbursing Agent, the Indenture Trustees (as agent or Servicer as described in Section 9.5 of the Modified Plan), and the Servicers shall have no obligation to recognize any transfer of the Senior Notes, the TOPrS, or the Subordinated Notes occurring after the Claims Record Date. The Reorganized Debtors, the Disbursing Agent, the Indenture Trustees (as agent or Servicer as described in Section 9.5 of the Modified Plan), and Servicers shall be entitled instead to recognize and deal for all purposes hereunder with only those record holders stated on the transfer ledgers as of the Claims Record Date, provided, however, that with respect to deceased record holders, the Indenture Trustee (as agent or Servicer as described in Section 9.5 of the Modified Plan) shall be authorized, but not directed, to recognize transfers to the appropriate heir, executor, or otherwise, following provision of notice together with such evidence of the transfer to the appropriate Indenture Trustee as is

reasonably satisfactory to the applicable Indenture Trustee. Such notice shall be effective only as to distributions due at least 60 days after such notice is accepted as satisfactory by the applicable Indenture Trustee. Nothing in this paragraph shall be applicable with respect to any claims held by the DIP Lenders or the DIP Agent.

46. Substantial Contribution Compensation And Expenses Bar Date.

Any Person (including the Indenture Trustees) who requests compensation or expense reimbursement for making a substantial contribution in the Chapter 11 Cases pursuant to sections 503(b)(3), (4), and (5) of the Bankruptcy Code shall file an application with the Court on or before the 45th day after notice of the Effective Date is filed on the docket of the Chapter 11 Cases (the "503 Deadline"), and serve such application on counsel for the Debtors, the Creditors' Committee, the United States Trustee for the Southern District of New York, and such other parties as may be directed by the Court and the Bankruptcy Code on or before the 503 Deadline, or be forever barred from seeking such compensation or expense reimbursement.

47. Other Administrative Claims. All other requests for payment of an Administrative Claim (other than as set forth in the Modified Plan or otherwise contemplated by the Master Disposition Agreement, i.e., for such claims arising on or after June 1, 2009) must be filed, in substantially the form of the Administrative Claim Request Form attached as Exhibit 10.5 to the Modified Plan, with the Claims Agent and served on counsel for the Debtors and the Creditors' Committee no later than 30 days notice of after the Effective Date is filed on the docket of the Chapter 11 Cases. Any request for payment of an Administrative Claim pursuant to this paragraph that is not timely filed and served shall be disallowed automatically without the need for any

objection from the Debtors or the Reorganized Debtors. The Debtors or the Reorganized Debtors may settle an Administrative Claim without further Bankruptcy Court approval. Unless the Debtors or the Reorganized Debtors object to an Administrative Claim within 180 days after the Administrative Claims Bar Date (unless such objection period is extended by the Bankruptcy Court), such Administrative Claim shall be deemed allowed in the amount requested. In the event that the Debtors or the Reorganized Debtors object to an Administrative Claim, the Bankruptcy Court shall determine the allowed amount of such Administrative Claim.

48. Substantive Consolidation. For the reasons described in IV.C. of the Supplemental Disclosure Statement and the evidence and arguments made, proffered, or adduced at the Confirmation Hearing, certain of the Debtors' estates shall be substantively consolidated as set forth in Article III of the Modified Plan, solely for the purposes of voting on the Modified Plan and making distributions to holders of Claims and Interests under the Modified Plan.

49. Restructuring Transactions. The Restructuring Transactions contemplated by Article 7.3 of the Modified Plan and described in Exhibit 7.3 to the Modified Plan are approved. The Debtors and Reorganized Debtors and their officers are authorized to take, on and after the Modification Approval Date, such actions as may be necessary and appropriate to effectuate the relevant Restructuring Transactions, including, without limitation, executing such documents as may be reasonably required in order to effectuate the Restructuring Transactions. Each and every federal, state, and local governmental agency or department is hereby directed to accept for filing and recording

65. Modifications To The Modified Plan. At the request of the Debtors, the Modified Plan is hereby modified pursuant to section 1127 of the Bankruptcy Code and as modified herein and as set forth on Exhibit A hereto.

Dated: New York, New York
July 30, 2009

/s/ Robert D. Drain
UNITED STATES BANKRUPTCY JUDGE

Exhibit A

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

-----x
In re : Chapter 11
DELPHI CORPORATION, et al. : Case No. 05-44481 (RDD)
Debtors. : (Jointly Administered)
-----x

FIRST AMENDED JOINT PLAN OF REORGANIZATION OF
DELPHI CORPORATION AND CERTAIN AFFILIATES,
DEBTORS AND DEBTORS-IN-POSSESSION
(AS MODIFIED)

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Karen J. Craft

Dated: December 10, 2007

As Modified: January 25, 2008

June 16, 2009

July 30, 2009

New York, New York

[^] 1.82 **"Distribution Date"** means the date, selected by the Reorganized Debtors, upon which distributions to holders of Allowed Claims entitled to receive distributions under this Plan shall commence; provided, however, that the Distribution Date shall occur as soon as reasonably practicable after the Effective Date, but in any event no later than 30 days after the Effective Date.

[^] 1.83 **"Distribution Reserve"** means, as applicable, one or more reserves of property for distribution to holders of Allowed Claims in the Chapter 11 Cases to be reserved pending allowance of Disputed Claims in accordance with Article 9.8 of this Plan.

[^] 1.84 **"Effective Date"** means the Business Day determined by the Debtors on which all conditions to the consummation of this Plan set forth in Article 12.2 of this Plan have been either satisfied or waived as provided in Article 12.3 of this Plan and the day upon which this Plan is substantially consummated.

[^] 1.85 **"Emergence Capital"** means that certain amount to be provided to the Reorganized Debtors by [^] GMCo. and DIP Holdco 3, LLC pursuant to Sections 3.1.1, 3.[^] 2.1, and 3.2.3 of the Master Disposition Agreement (as each are applicable) related to the post-Effective Date operations of Reorganized DPH Holdings and the Reorganized Debtors.

[^] 1.86 **"Employee-Related Obligation"** means a Claim of a salaried employee of one or more of the Debtors, in his or her capacity as an employee of such Debtor or Debtors, for (i) severance, provided, however, that such employee was in his or her capacity as an employee of a Debtor on or after June 1, 2009, and (ii) indemnification, provided, however, that such employee was in his or her capacity as an employee of a Debtor as of the date of the commencement of the hearing on the Disclosure Statement.

[^] 1.87 **"Equity Committee"** means the official committee of equity security holders that was appointed pursuant to section 1102(a) of the Bankruptcy Code in the Chapter 11 Cases on April 28, 2006 and disbanded on April 24, 2009.

[^] 1.88 **"ERISA"** means Employee Retirement Income Security Act of 1974, 29 U.S.C. §§ 1001-1461 and 26 U.S.C. §§ 401-420, as amended.

[^] 1.89 **"ERISA Plaintiffs"** means, collectively, Gregory Bartell, Thomas Kessler, Neal Folck, Donald McEvoy, Irene Polito, and Kimberly Chase-Orr on behalf of participants in the Debtors and their subsidiaries' defined contribution employee benefit pension plans that invested in Delphi common stock, as styled in the MDL Actions.

[^] 1.90 **"ERISA Settlement"** means that certain settlement of the ERISA-related MDL Actions, as it may be amended or modified.

[^] 1.91 **"Estates"** means the bankruptcy estates of the Debtors created pursuant to section 541 of the Bankruptcy Code.

[^] 1.92 **"Exchange Act"** means the Securities Exchange Act of 1934, as now in effect or hereafter amended.

10.5 Other Administrative Claims. All other requests for payment of an Administrative Claim (other than claims under the DIP Facility or as set forth in Article 10.1, Article 10.2, Article 10.3, or Article 10.4 of this Plan) must be filed, in substantially the form of the Administrative Claim Request Form attached hereto as Exhibit 10.5, with the Claims Agent and served on counsel for the Debtors and the Creditors' Committee no later than 30 days after the Effective Date. Any request for payment of an Administrative Claim pursuant to this Article 10.5 that is not timely filed and served shall be disallowed automatically without the need for any objection from the Debtors or the Reorganized Debtors. The Debtors or the Reorganized Debtors may settle an Administrative Claim without further Bankruptcy Court approval. Unless the Debtors or the Reorganized Debtors object to an Administrative Claim within 180 days after the Administrative Claims Bar Date (unless such objection period is extended by the Bankruptcy Court), such Administrative Claim shall be deemed allowed in the amount requested. In the event that the Debtors or the Reorganized Debtors object to an Administrative Claim, the Bankruptcy Court shall determine the allowed amount of such Administrative Claim.

ARTICLE XI

EFFECT OF THE PLAN ON CLAIMS AND INTERESTS

11.1 Revesting Of Assets. Except as otherwise explicitly provided in this Plan, on the Effective Date, all property comprising the Estates (including Retained Actions and Retained Assets, but excluding property that has been abandoned pursuant to an order of the Bankruptcy Court or are the subject of any of the Disposition Transactions) shall revert in each of the Reorganized Debtors which, as Debtors, owned such property or interest in property as of the Effective Date, free and clear of all Claims, liens, charges, encumbrances, rights, and Interests of creditors and equity security holders. As of and following the Effective Date, the Reorganized Debtors may operate their businesses and use, acquire, and dispose of property and settle and compromise Claims or Interests without supervision of the Bankruptcy Court, free of any restrictions of the Bankruptcy Code or Bankruptcy Rules, other than those restrictions expressly imposed by this Plan, the Confirmation Order, and the Modification Approval Order.

11.2 Discharge Of The Debtors. Pursuant to section 1141(d) of the Bankruptcy Code, except as otherwise specifically provided in this Plan [^] Confirmation Order, or Modification Approval Order, the distributions and rights that are provided in this Plan shall be in complete satisfaction, discharge, and release, effective as of the Effective Date, of Claims and Causes of Action, whether known or unknown, against, liabilities of, liens on, obligations of, rights against, and Interests in the Debtors or any of their assets or properties, regardless of whether any property shall have been distributed or retained pursuant to this Plan on account of such Claims, rights, and Interests, including, but not limited to, Claims and Interests that arose before the Effective Date, any liability (including withdrawal liability) to the extent such Claims relate to services performed by employees of the Debtors prior to the Petition Date and that arise from a termination of employment or a termination of any employee or retiree benefit program, regardless of whether such termination occurred prior to or after the Effective Date, and all debts of the kind specified in sections 502(g), 502(h), or 502(i) of the Bankruptcy Code, in each case whether or not (a) a proof of claim or interest based upon such Claim, debt, right, or Interest is filed or deemed filed under section 501 of the Bankruptcy Code, (b) a Claim or Interest based upon such Claim, debt, right, or Interest is allowed under section 502 of the Bankruptcy Code, or (c) the

holder of such a Claim, right, or Interest accepted this Plan. The Confirmation Order shall be a judicial determination of the discharge of all Claims against and Interests in the Debtors, subject to the occurrence of the Effective Date.

11.3 Compromises And Settlements. In accordance with Article 9.6 of this Plan, pursuant to Bankruptcy Rule 9019(a), the Debtors may compromise and settle various (a) Claims against, or Interests in, the Debtors and (b) Causes of Action that the Debtors have against other Persons up to and including the Effective Date. After the Effective Date, any such right shall pass to the Reorganized Debtors as contemplated in Article 11.1 of this Plan, without the need for further approval of the Bankruptcy Court.

11.4 Release By Debtors Of Certain Parties. Pursuant to section 1123(b)(3) of the Bankruptcy Code, but subject to Article 11.13 of this Plan, effective as of the Effective Date (and with respect to the DIP Lenders, the DIP Agent, and the members of the DIP Steering Committee, upon the consummation of the DIP ^ Transfer, which shall be deemed to occur on the Effective Date), each Debtor, in its individual capacity and as a debtor-in-possession for and on behalf of its Estate, shall release and discharge and be deemed to have conclusively, absolutely, unconditionally, irrevocably, and forever released and discharged all Released Parties for and from any and all claims or Causes of Action existing as of the Effective Date in any manner arising from, based on, or relating to, in whole or in part, the Debtors, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in this Plan, the business or contractual arrangements between any Debtor and any Released Party, the restructuring of Claims and Interests prior to or in the Chapter 11 Cases, or any act, omission, occurrence, or event in any manner related to any such Claims, Interests, restructuring, or the Chapter 11 Cases. The Reorganized Debtors, including Reorganized DPH Holdings, and any newly-formed entities that will be continuing the Debtors' businesses after the Effective Date shall be bound, to the same extent the Debtors are bound, by the releases and discharges set forth above. Notwithstanding the foregoing, nothing in this Plan shall be deemed to release (i) any of the Debtors or GM from their obligations under the Delphi-GM Definitive Documents or the transactions contemplated thereby, except to the extent set forth in the Master Disposition Agreement, (ii) any of the Debtors, the Unions, or GM from their obligations under the Union Settlement Agreements or the transactions contemplated thereby, (iii) any of the Buyers from their obligations under the Master Disposition Agreement, or (iii) any of the Debtors or the Plan Investors or their affiliates from their obligations under the Investment Agreement or the transactions contemplated thereby.

11.5 Release By Holders Of Claims And Interests . On the Effective Date, (a) each Person who votes to accept this Plan and (b) to the fullest extent permissible under applicable law, as such law may be extended or interpreted subsequent to the Effective Date, each entity (other than a Debtor) which has held, holds, or may hold a Claim against or Interest in the Debtors, in consideration for the obligations of the Debtors and the Reorganized Debtors under this Plan and Cash, General Unsecured MDA Distribution, and other contracts, instruments, releases, agreements, or documents to be delivered in connection with this Plan (each, a "Release Obligor"), shall have conclusively, absolutely, unconditionally, irrevocably, and forever released and discharged all Released Parties for and from any claim or Cause of Action existing as of the Effective Date in any manner arising from, based on, or relating to, in whole or in part, the Debtors, the subject matter of,

or the transaction or event giving rise to, the claim of such Release Obligor, the business or contractual arrangements between any Debtor and Release Obligor or any Released Party, the restructuring of the claim prior to the Chapter 11 Cases, or any act, omission, occurrence, or event in any manner related to such subject matter, transaction, obligation, restructuring, or the Chapter 11 Cases, including, but not limited to, any claim relating to, or arising out of the Debtors' Chapter 11 Cases, the negotiation and filing of this Plan, the filing of the Chapter 11 Cases, the formulation, preparation, negotiation, dissemination, filing, implementation, administration, confirmation, or consummation of this Plan, the Disclosure Statement, the Plan Exhibits, the Delphi-PBGC Settlement Agreement, the Credit Bid, the Master Disposition Agreement, the ^ Union Settlement Agreements, any employee benefit plan, instrument, release, or other agreement or document created, modified, amended or entered into in connection with either this Plan or any other agreement with the Unions, including but not limited to the Union Settlement Agreements, or any other act taken or not taken consistent with the Union Settlement Agreements in connection with the Chapter 11 cases; provided, however, that (A) this Article 11.5 is subject to and limited by Article 11.13 of this Plan and (B) this Article 11.5 shall not release any Released Party from any Cause of Action held by a governmental entity existing as of the Effective Date based on (i) the Internal Revenue Code or other domestic state, city, or municipal tax code, (ii) the environmental laws of the United States or any domestic state, city, or municipality, (iii) any criminal laws of the United States or any domestic state, city, or municipality, (iv) the Exchange Act, the Securities Act, or other securities laws of the United States or any domestic state, city, or municipality, (v) the Employee Retirement Income Security Act of 1974, as amended, or (vi) the laws and regulations of the Bureau of Customs and Border Protection of the United States Department of Homeland Security. Notwithstanding the foregoing, all releases given by GM to (i) the Debtors and the Debtors' Affiliates shall be as set forth in the Delphi-GM Global Settlement Agreement and (ii) the Unions shall be as set forth in the Union Settlement Agreements.

11.6 Release By Unions. The releases provided for in (i) Section K.3 of the UAW-Delphi-GM Memorandum of Understanding, (ii) Section H.3 of the IUE-CWA-Delphi-GM Memorandum of Understanding, (iii) Section G.3 of the USW Memoranda of Understanding, (iv) Section F.3 of the IUOE Local 18S Memorandum of Understanding and IUOE Local 832S Memorandum of Understanding and Section E.3 of the IUOE Local 101S Memorandum of Understanding, (v) Section F.3 of the IBEW E&S Memorandum of Understanding and the IBEW Powertrain Memorandum of Understanding, and (vi) Section F.3 of the IAM Memorandum of Understanding are incorporated by reference herein in their entirety.

11.7 Release Of GM By Debtors And Third Parties. On the Effective Date, GM and the other GM-Related Parties (as defined in the Delphi-GM Global Settlement Agreement) shall receive all releases provided for in Section 4.01 of the Delphi-GM Global Settlement Agreement, which provisions are incorporated by reference herein in their entirety.

11.8 ^ Release of GMCo. By Debtors And Third Parties. On the Effective Date, GMCo. shall receive the same releases provided for GM-Related Parties (as defined in the Delphi-GM Global Settlement Agreement) in Section 4.01 of the Delphi-GM Global Settlement Agreement as though it were a party thereto, which provisions are incorporated

otherwise affected in any way by the Chapter 11 Cases); (b) the Debtors or the Reorganized Debtors, as the case may be, shall maintain directors' and officers' insurance providing coverage for those Indemnitees currently covered by such policies for the remaining term of such policy and shall maintain tail coverage under policies in existence as of the Effective Date for a period of six years after the Effective Date, to the fullest extent permitted by such provisions, in each case insuring such parties in respect of any claims, demands, suits, Causes of Action, or proceedings against such Persons based upon any act or omission related to such Person's service with, for, or on behalf of the Debtors in at least the scope and amount as currently maintained by the Debtors (the "Insurance Coverage") and hereby further indemnify such Indemnitees without Continuing Indemnification Rights solely to pay for any deductible or retention amount that may be payable in connection with any claim covered under either the foregoing Insurance Coverage or any prior similar policy in an aggregate amount not to exceed \$10 million; (c) the insurers who issue the Insurance Coverage shall be authorized to pay any professional fees and expenses incurred in connection with any action relating to any Indemnification Rights and Continuing Indemnification Rights; and (d) the Debtors or the Reorganized Debtors, as the case may be, shall indemnify Indemnitees with Continuing Indemnification Rights and agree to pay for any deductible or retention amount that may be payable in connection with any claim covered under either the foregoing Insurance Coverage or any prior similar policy. Notwithstanding subclause (a) above, pursuant to the Stipulation and Agreement of Insurance Settlement (the "Insurance Stipulation") the Delphi Officers' and Directors' (as defined in the Insurance Stipulation) indemnification claims related to the MDL Actions and related government investigations and proceedings have been estimated at \$0 for all purposes in these cases, and the Delphi Officers and Directors have released all such indemnification claims against Delphi, subject to the Delphi Officers' and Directors' right to assert an indemnification claim against Delphi for legal fees and expenses incurred in the defense of unsuccessful claims asserted as a defense or set-off by Delphi against the Delphi Officers and Directors related to the MDL Actions or related government investigations and proceedings, all as more particularly set forth in the Insurance Stipulation.

11.13 Exclusions And Limitations On Exculpation, Indemnification, And Releases. Notwithstanding anything in this Plan to the contrary, no provision of this Plan, the Confirmation Order, or the Modification Approval Order, including, without limitation, any exculpation, indemnification, or release provision, shall modify, release, or otherwise limit the liability of any Person not specifically released hereunder, including, without limitation, any Person who is a co-obligor or joint tortfeasor of a Released Party or who is otherwise liable under theories of vicarious or other derivative liability.

11.14 Injunction. Subject to Article 11.13 of this Plan, ^ the satisfaction, release, and discharge pursuant to this Article XI shall act as an injunction against any Person commencing or continuing any action, employment of process, or act to collect, offset, or recover any Claim, Interest, or Cause of Action satisfied, released, or discharged under this Plan to the fullest extent authorized or provided by the Bankruptcy Code, including, without limitation, to the extent provided for or authorized by sections 524 and 1141 thereof.

ARTICLE XII

CONDITIONS PRECEDENT

Westlaw.

Page 1

Not Reported in F.Supp.2d, 2007 WL 3346675 (W.D.Mich.)
(Cite as: 2007 WL 3346675 (W.D.Mich.))

H

Only the Westlaw citation is currently available.

United States District Court,
W.D. Michigan,
Southern Division.
Edward James CROMER, Plaintiff,
v.
Melinda K. BRAMAN, et al., Defendants.
No. 1:07-cv-9.

Nov. 7, 2007.

Edward James Cromer, Munising, MI, pro se.

Christine M. Campbell, Michigan Dept. Attorney
General, Lansing, MI, for Defendants.

ORDER

HUGH W. BRENNEMAN, JR., United States Magistrate Judge.

*1 This matter is before the court on plaintiff's "motion for discovery" (docket no. 53) and defendants' "motion to stay discovery" (docket no. 56).

Plaintiff's motion is improperly before this court. Plaintiff should direct his requests to produce documents and for admissions directly to defendants. See Fed.R.Civ.P. 34, 36. Accordingly, plaintiff's motion for discovery (docket no. 53) is **DENIED**.

Next, defendants seek to stay discovery pending the court's decision on the outstanding dispositive motions. "A trial court has broad discretion and inherent power to stay discovery until preliminary questions that may dispose of the case are determined." *Petrus v. Bowen*, 833 F.2d 581, 583 (5th Cir.1987). "A stay of discovery pending the determination of a dispositive motion 'is an eminently logical means to prevent wasting the time and effort of all concerned, and to make the most efficient use of judicial resources.' *Coastal States Gas Corp. v. De-*

partment of Energy, 84 F.R.D. 278, 282 (D.Del.1979) (citations omitted)." *Chavous v. District of Columbia Financial Responsibility and Management Assistance Authority*, 201 F.R.D. 1, 2 (D.D.C.2001).

Here, the pending dispositive motions address the preliminary issue of exhaustion of administrative remedies under The Prison Litigation Reform Act, 42 U.S.C. § 1997e, which provides that a prisoner bringing an action with respect to prison conditions under 42 U.S.C. § 1983 must exhaust available administrative remedies. See *Porter v. Nussle*, 534 U.S. 516, 122 S.Ct. 983, 152 L.Ed.2d 12 (2002); *Booth v. Churner*, 532 U.S. 731, 121 S.Ct. 1819, 149 L.Ed.2d 958 (2001). The exhaustion requirement is mandatory and applies to all suits regarding prison conditions, regardless of the nature of the wrong or the type of relief sought. *Porter*, 534 U.S. at 520; *Booth*, 532 U.S. at 741. The record reflects that plaintiff has filed briefs and responses in opposition to the pending dispositive motions. In addition, plaintiff has filed "supplements" to amend his complaint, a separate motion to amend the complaint, and an improper "motion for discovery." Plaintiff has created an extensive and muddled record in this case. Under these circumstances, a stay of discovery is appropriate and "an eminently logical means to prevent wasting the time and effort of all concerned" until the court addresses the preliminary issue of exhaustion. Accordingly, defendants' motion to stay discovery (docket no. 57) is **GRANTED**.

IT IS SO ORDERED.

W.D.Mich.,2007.

Cromer v. Braman

Not Reported in F.Supp.2d, 2007 WL 3346675 (W.D.Mich.)

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Page 1

Not Reported in F.Supp.2d, 2008 WL 4758606 (D.Kan.)
(Cite as: 2008 WL 4758606 (D.Kan.))

H
Only the Westlaw citation is currently available.

United States District Court,
D. Kansas.
Mike **FLEMING**, on behalf of himself and all others similarly situated, Plaintiff,

v.
COMMERCE BANK, NA, Defendant.
Civil Action No. 08-2226-CM-DJW.

Oct. 27, 2008.

Barbara C. Frankland, Rex A. Sharp, Gunderson Sharp & Walke, L.L.P., Prairie Village, KS, Charles T. Schimmel, William G. Wright, Hill, Beam-Ward, Kruse, Wilson & Wright, LLC, Overland Park, KS, for Plaintiff.

Daniel D. Crabtree, Mark D. Hinderks, Stinson Morrison Hecker LLP, Overland Park, KS, Robin K. Carlson, Stinson Morrison Hecker LLP, Kansas City, MO, for Defendant.

MEMORANDUM AND ORDER

DAVID J. WAXSE, United States Magistrate Judge.

*1 Pending before the Court is Defendant's Motion to Stay (doc. 15). Defendant seeks a stay of discovery, pending a ruling on Defendant's Motion for Summary Judgment (doc. 27).

Plaintiff asserts causes of action against Defendant for breach of contract, conversion, and unjust enrichment, based on Defendant postponing an account holder's access to funds. Plaintiff seeks to certify a class consisting of "[a]ll Commerce Bank customers throughout Kansas, Missouri, Oklahoma, Illinois, and Colorado who made a deposit from April 4, 2003 to the present ... but the full sum of the deposit was not made available to them even

though the deposit had cleared and the funds were in the possession of Commerce Bank." ^{FN1}

FN1. Class Action Petition, attached as Ex. 1 to Def.'s Notice of Removal (doc. 1).

In its Motion for Summary Judgment, Defendant asserts that Plaintiff's conversion and unjust enrichment claims are preempted by the federal Expedited Funds Availability Act, as implemented by Federal Reserve Board Regulation CC. In addition, Defendant asserts that Plaintiff cannot prevail on his breach of contract claim because he entered into a binding contract with Defendant in which he expressly agreed to the terms of the "Commerce Bank Depository Account Agreement," which includes a "Funds Availability Policy." Defendant contends that (1) the terms alleged by Plaintiff are not part of that Depository Account Agreement, and (2) the terms agreed to by Plaintiff in the Depository Account Agreement do not require next-day availability as Plaintiff alleges. Defendant also argues to the extent Plaintiff bases his contract claim on breach of the duty of good faith and fair dealing—that Kansas does not permit a plaintiff to rely on such a theory to create additional contractual obligations not established by the contract itself.

In its Motion to Stay, Defendant states that Plaintiff seeks to conduct discovery on a broad class-wide basis. Defendant maintains that it should not have to invest the substantial resources that will be required to meet its discovery obligations in the event its Motion for Summary Judgment is ultimately granted. Plaintiff, on the other hand, argues that a stay is warranted only in extreme circumstances, and that no such circumstances exist in this case. In addition, he maintains that a stay would prevent him from discovering evidence necessary to defend himself against the Motion for Summary Judgment.

Not surprisingly, the parties have very different views of the likelihood of success of Defendant's Motion for Summary Judgment. Defendant argues

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(Cite as: 2008 WL 4758606 (D.Kan.))

that it is highly likely that the Court will determine that Plaintiff has no cognizable claims, while Plaintiff argues that the case is not likely to be finally resolved via Defendant's motion.

It is well settled that the decision to stay discovery is firmly vested in the sound discretion of the trial court.^{FN2} As a general rule, discovery is not stayed in this District based merely on the pendency of dispositive motions.^{FN3} The Court, however, in its discretion, may decide to stay discovery where: (1) the case is likely to be finally concluded via a dispositive motion; (2) the facts sought through discovery would not affect the resolution of the dispositive motion; or (3) discovery on all issues posed by the complaint would be wasteful and burdensome.^{FN4}

FN2. See *Clinton v. Jones*, 520 U.S. 681, 706-07 (1997) ("The District Court has broad discretion to stay proceedings as an incident to its power to control its own docket.") (citing *Landis v. North Am. Co.*, 299 U.S. 248, 254 (1936)).

FN3. *Mayberry v. Envtl. Prot. Agency*, No. 06-2575-CM-DJW, 2008 WL 104208, at *1 (D.Kan. Jan. 9, 2008); *Semsroth v. City of Wichita*, No. 06-2376-KHV-DJW, 2007 WL 2287814, at *1 (D.Kan. Aug. 7, 2007); *Kutilek v. Gannon*, 132 F.R.D. 296, 297 (D.Kan.1990). See also *McCoy v. U.S.*, No. 07-2087-CM, 2007 WL 2071770, at *2 (D.Kan. July 16, 2007) ("[A]s a general rule, courts in the District of Kansas do not favor staying pretrial proceedings even though dispositive motions are pending.") (citing *Wolf v. U.S.*, 157 F.R.D. 494, 494 (D.Kan.1983)).

FN4. *Mayberry*, 2008 WL 104208, at * 1; *Semsroth*, 2007 WL 2287814, at * 1; *Kutilek*, 132 F.R.D. at 298.

*2 Upon review of the record as it currently stands, the Court concludes that a *limited* stay of discovery

is warranted until the Court resolves Defendant's Motion for Summary Judgment. Under that limited stay, the parties will be permitted to engage in discovery related only to those issues raised in the summary judgment motion. The Court finds that such a stay would strike a balance between conserving resources and providing Plaintiff access to the courts. Most notably, such a limited stay would grant Plaintiff sufficient opportunity to develop a factual record to defend against the pending Motion for Summary Judgment. While it would be improper for the Court to make even a preliminary determination about the ultimate merits of Defendant's Motion for Summary Judgment, the Court notes that the motion does raise substantial issues regarding federal preemption.

In light of the foregoing, the Court grants in part Defendant's Motion to Stay. Only that discovery related to issues raised in Defendant's Motion for Summary Judgment will be permitted, pending a ruling on that motion.

IT IS THEREFORE ORDERED that Defendant's Motion to Stay (doc. 15) is granted in part and denied in part. Pending resolution of Defendant's Motion for Summary Judgment (doc. 27), the parties shall limit their discovery to the issues raised in the Motion for Summary Judgment.

IT IS SO ORDERED.

D.Kan.,2008.
Fleming v. Commerce Bank, NA
Not Reported in F.Supp.2d, 2008 WL 4758606
(D.Kan.)

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Page 1

Not Reported in F.Supp.2d, 2004 WL 2905406 (W.D.Tenn.)
(Cite as: 2004 WL 2905406 (W.D.Tenn.))

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Only the Westlaw citation is currently available.

United States District Court,
W.D. Tennessee, Western Division.
Jenny NICHOLS, individually and as Widow and
Next of Kin of Darrell D. Nichols, Deceased and
for the Benefit of Jordan Wallace Nichols, Surviv-
ing Minor Child of Darrell D. Nichols, Deceased,
Plaintiffs,
v.
BAPTIST MEMORIAL HOSPITAL, INC., Ramon
Ungab, M.D., Steven J. Stack, M.D., Miduel H.
Rodriguez, M.D., Lloyd R. Thomas, Jr., M.D., and
Bartlett-Raleigh Internal Medicine Group, P.C., De-
fendants.
No. 02-2561-MAV.

April 2, 2004.

Richard Glassman, Esq., Glassman Edwards Wade
& Wyatt, P.C., Memphis, TN, for Plaintiff.

James D. Wilson, Esq., Harris Shelton Dunlap
Cobb & Ryder, Teresa J. Sigmon, Esq., Claire Cis-
sell, Sigmon Law Firm, William A. Lucchesi, Esq.,
Loys A. Jordan, Esq., McDonald Kuhn Pembroke
Square, David M. Cook, Esq., Greg A. Ziskind,
Esq., The Hardison Law Firm, Memphis, TN, for
Defendants.

**ORDER STAYING DISCOVERY PENDING RES-
OLUTION OF DEFENDANTS' MOTION TO DIS-
MISS FOR LACK OF JURISDICTION**

VESCOVO, Magistrate J.

*1 Before the court is the March 16, 2004 motion
of the defendants, Ramon Ungab, M.D., and Bart-
lett-Raleigh Internal Medicine Group
("Bartlett-Raleigh"), for a protective order to stay
the deposition of Dr. Ungab, scheduled for April 6,
2004, until a pending motion to dismiss for lack of

jurisdiction is decided. In the alternative, Dr. Ungab
and Bartlett-Raleigh request that the deposition of
Miduel Rodriguez, M.D., be completed prior to the
taking of Dr. Ungab's deposition, as agreed upon by
all counsel prior to the filing of the motion to dis-
miss. The motion was referred to the United States
Magistrate Judge for determination.

The plaintiff, Jenny Nichols, filed the original com-
plaint for medical malpractice on July 17, 2002 al-
leging that the defendants, including Dr. Ungab and
Bartlett-Raleigh, were negligent in failing to dia-
gnose a dissecting aortic aneurysm in her husband,
Darrell Nichols, the decedent. (Compl. at 3-8.) On
February 5, 2003, Dr. Ungab and Bartlett-Raleigh
were dismissed from the lawsuit by order of volun-
tary dismissal, and the case proceeded against the
remaining defendants. During the course of discov-
ery, Nichols obtained information during the deposi-
tion of Dr. Miduel Rodriguez, as well as from writ-
ten discovery responses and document production,
that led her to file a motion to amend the complaint
to rename Dr. Ungab and Bartlett-Raleigh back as
defendants in this litigation. A summons was reiss-
ued to Dr. Ungab and Bartlett-Raleigh on Septem-
ber 25, 2003. As a result, all deadlines under the
court's previous scheduling order were suspended
and have not been reset.

After being renamed as defendants in this case, Dr.
Ungab and Bartlett-Raleigh contacted counsel for
Nichols to schedule the depositions of the plaintiff,
the plaintiff's expert, and Dr. Rodriguez. (Mot. for
Protective Order as to the Depos. of Def. Dr. Ungab
at 2.) According to Dr. Ungab and Bartlett-Raleigh,
counsel for both parties agreed that the newly
named defendants would take the depositions they
desired prior to the deposition of Dr. Ungab. (*Id.* at
2.) Nichols' deposition was taken on February 20,
2004, and the plaintiff's expert's deposition was
completed on March 2, 2004. The deposition of co-
defendant Dr. Rodriguez was noticed for March 3,
2004, and Nichols filed a notice to take the deposi-
tion of Dr. Ungab on April 6, 2004.

Not Reported in F.Supp.2d, 2004 WL 2905406 (W.D.Tenn.)
(Cite as: 2004 WL 2905406 (W.D.Tenn.))

After the deposition of Nichols but before the date Dr. Rodriguez was scheduled to be deposed, Dr. Ungab and Bartlett-Raleigh discovered that the decedent was never a resident of Mississippi. In light of that information, the defendants filed a Joint Motion to Dismiss for Lack of Jurisdiction arguing that complete diversity does not exist in this case. Additionally, the newly named defendants canceled or postponed ^{FN1} the noticed deposition of Dr. Rodriguez and asked the plaintiffs to postpone the noticed deposition of Dr. Ungab, which was scheduled for April 6, 2004, until the court decided the motion to dismiss. Nichols refused to postpone Dr. Ungab's deposition and intends to take Dr. Ungab's deposition as scheduled. (Pl.'s Resp. to Def.'s Mot. for Protective Order as to the Depos. of Dr. Ungab at 2.) In response, Dr. Ungab and Bartlett-Raleigh filed this motion for a protective order, asking the court to delay the deposition of Dr. Ungab while the motion to dismiss is still pending.

FN1. The record is unclear as to whether the Dr. Ungab and Bartlett-Raleigh cancelled or merely asked to postpone Dr. Rodriguez's deposition. (See Mot. for Protective Order as to the Depos. of Def. Dr. Ungab at 3; Pl.'s Resp. to Def.'s Mot. for Protective Order as to the Depos. of Dr. Ungab at 2.)

*2 Although Dr. Ungab and Bartlett-Raleigh have asked the court for a protective order with regard to Dr. Ungab's deposition, the court is inclined at this time, pursuant to Rule 26(c), to stay all discovery in this action pending resolution of the defendants' motion to dismiss for lack of jurisdiction. Rule 26(c) of the Federal Rules of Civil Procedure provides in pertinent part that

upon motion by a party or by the person from who discovery is sought, and for good cause shown, the court in which the action is pending ... may make any order which justice requires to protect a party or person from ... undue burden or expense, including ... that the discovery may be had only on specified terms and conditions, including a designation

of the time or place.

FED. R. CIV. P. 26(c). Although Rule 26 does not explicitly authorize the imposition of a stay of discovery, "[i]t is settled that entry of an order staying discovery pending determination of dispositive motions is an appropriate exercise of the court's discretion." *Chavous v. Dist. of Columbia Fin. Responsibility & Mgmt. Assistance Auth.*, 201 F.R.D. 1, 2 (D.C.2001); see also *Sprague v. Brook*, 149 F.R.D. 575, 578 (N.D.Ill.1993); *Hachette Distrib., Inc. v. Hudson County News Co.*, 136 F.R.D. 356, 358 (E.D.N.Y.1991) (citations omitted); *Simpson v. Specialty Retail Concepts*, 121 F.R.D. 261, 263 (M.D.N.C.1988). Furthermore, Rule 1 states that the Federal Rules of Civil Procedure "shall be construed and administered to secure the just, speedy, and inexpensive determination of every action." FED. R. CIV. P. 1.

Nevertheless, a stay of discovery is not proper in every circumstance. For example, a stay of discovery "is rarely appropriate when the pending motion will not dispose of the entire case." *Chavous*, 201 F.R.D. at 3 (quoting *Keystone Coke Co. v. Pasquale*, No. Civ. A. 97-6074, 1999 WL 46622, at *1 (E.D.Pa. Jan.7, 1999)). A trial court also "should not stay discovery which is necessary to gather facts in order to defend against [a] motion [to dismiss]." *Id.* (quoting *Feldman v. Flood*, 176 F.R.D. 651, 652 (M.D.Fla.1997). Furthermore, a trial court must consider whether the party seeking the discovery will be prejudiced by the delay. See *id.* at 3-4; *Johnson v. N.Y. Univ. Sch. of Educ.*, 205 F.R.D. 433, 434 (S.D.N.Y.2002) (finding that a stay of discovery was proper where plaintiff failed to demonstrate prejudice by a stay).

In this case, a Rule 12(b)(1) motion to dismiss for lack of subject matter jurisdiction, if granted, would dispose of the entire case before the federal court. On its face, the defendants' motion to dismiss appears to this court as if it has merit and is likely to be granted. Nichols has already filed a response in opposition to the defendants' motion to dismiss and has not argued that she would be unable to defend

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(Cite as: 2004 WL 2905406 (W.D.Tenn.))

that motion in the absence of Dr. Ungab's deposition testimony. Additionally, a stay would not prejudice any party in this case because all discovery and dispositive motion deadlines, as well as the trial date, have been suspended due to the addition of Dr. Ungab and Bartlett-Raleigh as defendants to this litigation.

*3 Accordingly, in the interest of judicial economy, the defendants' request for a protective order is granted in that all discovery in this action is stayed until resolution of the joint motion to dismiss for lack of jurisdiction. The stay will be lifted only upon a showing to the court that particular discovery would be needed to further respond to the motion to dismiss or upon the court's ruling on the motion to dismiss.

IT IS SO ORDERED.

W.D.Tenn.,2004.
Nichols v. Baptist Memorial Hosp., Inc.
Not Reported in F.Supp.2d, 2004 WL 2905406
(W.D.Tenn.)

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Page 1

Slip Copy, 2010 WL 597239 (W.D.Mich.)
(Cite as: 2010 WL 597239 (W.D.Mich.))

H

Only the Westlaw citation is currently available.

This decision was reviewed by West editorial staff and not assigned editorial enhancements.

United States District Court,
W.D. Michigan,
Southern Division.
Lee Andrew SOBCZAK, Plaintiff,
v.
CORRECTIONAL MEDICAL SERVICES, INC.,
et al., Defendants.
No. 1:09-cv-57.

Feb. 17, 2010.

Lee Andrew Sobczak, Jackson, MI, pro se.

Brian J. Richtarcik, Randall Alan Juip, The Jui-
pricharcik Law Firm, Detroit, MI, for Defendants.

ORDER

HUGH W. BRENNEMAN, JR., United States Ma-
gistrate Judge.

*1 This matter is now before the court on defendant Correctional Medical Services, Inc. ("CMS"), Jason Kim, M.D. and Daniel Spitters, P.A.'s "discovery motion for access to plaintiff's complete medical records" (docket no. 31) and defendant Whalen, Van Setters, Hubell and Meyer's "motion to stay discovery" (docket no. 45).

In their first request for production of documents, defendants CMS, Dr. Kim and P.A. Spitters requested plaintiff to provide copies of "all medical records pertaining to your treatment obtained through the Michigan Department of Corrections, or, in the alternative, provide a full and complete executed release of medical records to allow access to said medical records." See docket no. 31-4. Plaintiff provided a signed authorization to release the re-

cords on or about April 22, 2009, but conditioned the release on the "stipulation" that defendants provide him with a free copy of the records. See docket no. 31-5. In their motion, defendants CMS, Dr. Kim and P.A. Spitters seek to compel plaintiff to produce a signed authorization allowing access to plaintiff's medical records at the MDOC without plaintiff's preconditions.

At approximately the same time, defendants Whalen, Van Setters, Hubell and Meyer have moved to stay discovery on the basis that they are asserting a qualified immunity defense. In this regard, defendants pointed out that plaintiff had served requests for 24 separate admissions to defendant Meyer. See docket no. 46-3.

All of these defendants (i.e., CMS, Dr. Kim, P.A. Spitters, Whalen, Van Setters, Hubell and Meyer), have filed dispositive motions. See docket nos. 19 and 39. The undersigned has addressed the motions in a report and recommendation, which is pending before the District Judge. There is no reason for the parties to engage in discovery until the court has resolved these motions. See *Petrus v. Bowen*, 833 F.2d 581, 583 (5th Cir.1987) ("[a] trial court has broad discretion and inherent power to stay discovery until preliminary questions that may dispose of the case are determined"); *Chavous v. District of Columbia Financial Responsibility and Management Assistance Authority*, 201 F.R.D. 1, 2 (D.D.C.2001) ("[a] stay of discovery pending the determination of a dispositive motion is an eminently logical means to prevent wasting the time and effort of all concerned, and to make the most efficient use of judicial resources") (internal quotation marks and citations omitted). Furthermore, defendants Whalen, Van Setters, Hubell and Meyer have raised a defense of qualified immunity. A stay of discovery is properly granted until the issue of immunity is resolved. See *Siebert v. Gilley*, 500 U.S. 226, 231, 111 S.Ct. 1789, 114 L.Ed.2d 277 (1991); *Kennedy v. City of Cleveland*, 797 F.2d 297, 298-99 (6th Cir.1986) ("a claim of immunity raises an in-

Slip Copy, 2010 WL 597239 (W.D.Mich.)
(Cite as: 2010 WL 597239 (W.D.Mich.))

terest in an early, and inexpensive, termination of the litigation”).

Accordingly, defendants CMS, Dr. Kim and P.A. Spitters' motion to compel (docket no. 31) is **DENIED** and defendants Whalen, Van Setters, Hubbell and Meyer's motion to stay discovery motion (docket no. 45) is **GRANTED**. Discovery shall be stayed until the court resolves the outstanding motions to dismiss and for summary judgment (docket nos. 19 and 39).

***2 IT IS SO ORDERED.**

W.D.Mich.,2010.
Sobczak v. Correctional Medical Services, Inc.
Slip Copy, 2010 WL 597239 (W.D.Mich.)

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Not Reported in F.Supp.2d, 2008 WL 1882698 (E.D.Mich.)
(Cite as: 2008 WL 1882698 (E.D.Mich.))

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Only the Westlaw citation is currently available.

United States District Court,
E.D. Michigan,
Northern Division.
Jonathan STEWART, Plaintiff,
v.
GEOSTAR CORP., Defendant.
No. 07-13675-BC.

April 24, 2008.

**ORDER GRANTING IN PART AND DENYING
IN PART DEFENDANT'S SECOND MOTION
TO DISMISS, DISMISSING WITHOUT PREJU-
DICE PLAINTIFF'S COUNT II, GRANTING
PLAINTIFF'S MOTION FOR LEAVE TO
AMEND, GRANTING DEFENDANT'S MOTION
FOR STAY, AND STAYING DISCOVERY**

THOMAS L. LUDINGTON, District Judge.

*1 On August 30, 2007, Plaintiff Jonathan Stewart filed suit against Defendant Geostar Corporation, requesting a declaratory judgment regarding his alleged ownership of shares of Defendant (count I) and an order directing Defendant to produce its records and permit inspection of them (count II). On December 19, 2007, this Court denied Plaintiff's first motion to dismiss.

On February 4, 2008, he filed another motion to dismiss under Federal Rule of Civil Procedure 12(b)(1), as well as for judgment on the pleadings under Federal Rule of Civil Procedure 12(c) as to count II. On February 8, 2008, he filed a motion to stay discovery pending resolution of his second motion to dismiss.

I.

Plaintiff states that he is a citizen of Texas and that

Defendant is a Delaware corporation with principal place of business in Michigan. In his complaint, he alleges that he owns 300,000 shares of Defendant ^{FN1} but that Defendant denies that fact. He asserts without further explanation that the amount in controversy exceeds \$75,000. Because Defendant denies that he is a shareholder, he requests a declaratory judgment as to his relationship to Defendant and for the Court to compel Defendant to produce its records for inspection under the Business Corporation Act (BCA), Mich. Comp. Laws §§ 450.1101, *et seq.*

FN1. Plaintiff attaches to his complaint a copy of a stock certificate for 300,000 shares of Defendant and a letter from Defendant's secretary, John Parrott, dated January 30, 1998, that refers to Plaintiff as a shareholder.

Now pending before the Court is Defendant's second motion to dismiss under Federal Rule of Civil Procedure 12(b)(1) and for judgment on the pleadings under Federal Rule of Civil Procedure 12(c). Defendant argues that the Court lacks subject matter jurisdiction because Plaintiff has not sufficiently plead the amount in controversy so as to establish diversity jurisdiction. Defendant further argues for the dismissal of Plaintiff's second count, which requests production and inspection of Defendant's corporate records, based on his failure to comply with Delaware law. Also pending before the Court is Defendant's motion for stay of discovery pending disposition of its motion to dismiss.

At oral argument, Plaintiff requested that the Court grant him leave to amend, in the event that the Court granted Defendant's motion to dismiss and for judgment on the pleadings.

II.

Federal Rule of Civil Procedure 12(b)(1) provides for dismissal for lack of subject matter jurisdiction.

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“A Rule 12(b)(1) motion can either attack the claim of jurisdiction on its face, in which case all allegations of the plaintiff must be considered as true, or it can attack the factual basis for jurisdiction, in which case the trial court must weigh the evidence and the plaintiff bears the burden of proving that jurisdiction exists.” *Abbott v. Michigan*, 474 F.3d 324, 327 (6th Cir.2007) (citations and internal quotations omitted); see also *Ohio Nat'l Life Ins. Co. v. United States*, 922 F.2d 320, 325 (6th Cir.1990).

Generally, according to Federal Rule of Civil Procedure 12(g) (2), a party may not make an additional motion under Rule 12 based on an objection available previously but omitted from the earlier motion. Indeed, some defenses are waived if not raised, but a lack of subject matter jurisdiction is not among those waived. Fed.R.Civ.P. 12(h)(1). Notably, Federal Rule of Civil Procedure 12(h) (3) requires a court to dismiss an action at any time if it lacks subject matter jurisdiction.

*2 Federal Rule of Civil Procedure 12(c) permits a judgment on the pleadings. A court must consider all factual allegations in the complaint as true. *Paskvan v. City of Cleveland Civil Serv. Comm'n*, 946 F.3d 1233, 1235 (6th Cir.1991) (citation omitted). “The motion is granted when no material issue of fact exists and the party making the motion is entitled to judgment as a matter of law.” *Id.* (citation omitted).

III.

A.

For the reasons stated above in Section II regarding the standard of review, Defendant may bring this additional motion to dismiss, because it challenges subject matter jurisdiction. See Fed.R.Civ.P. 12(h)(3) (requiring a court to dismiss for lack of subject matter jurisdiction at any point in the proceedings).

In addition to requiring complete diversity between opposing parties, federal jurisdiction pursuant to 28 U.S.C. § 1332 requires that the amount in controversy exceed \$75,000. “In actions seeking declaratory or injunctive relief, it is well established that the amount in controversy is measured by the value of the object of the litigation.” “*Cincinnati Ins. Co. v. Zen Design Group, Ltd.*, 329 F.3d 546, 549 (6th Cir.2003) (quoting *Hunt v. Washington State Apple Adver. Comm'n*, 432 U.S. 333, 347 (1977)). In that case, the court still exercised jurisdiction, even though the plaintiff had not asserted the necessary amount. The court concluded that the value of the object of that litigation—either legal representation for the defendant in a separate proceeding, pursuant to an insurance policy, or a declaration that the plaintiff had no duty to do so—surpassed \$100,000.

“A court must not dismiss an action for failure to meet the amount in controversy requirement unless it appears ‘to a legal certainty that the claim is really for less than the jurisdictional amount.’” “*Basicomputer Corp. v. Scott*, 973 F.2d 207, 610 (6th Cir.1992) (quoting *St. Paul Mercury Indemnity Ins. Co. v. Red Cab Co.*, 303 U.S. 283, 289 (1938)); see also *Kovacs v. Chesley*, 406 F.3d 393, 397 (6th Cir.2005) (requiring only a probability, not a certainty, for jurisdiction) (citation omitted). If it appears that the plaintiff claims the amount in controversy in good faith, then that sum controls. *St. Paul Mercury*, 303 U.S. at 288; see also *Schultz v. General R.V. Center*, 512 F.3d 754, 756 (6th Cir.2008) (reiterating the principles of *St. Paul Mercury*) (citations omitted).^{FN2}

FN2. Further, the plaintiff's subsequent inability to recover that amount does not show bad faith or destroy jurisdiction. *St. Paul Mercury*, 303 U.S. at 289.

Defendant's contention that Plaintiff's assertion regarding the amount in controversy is unduly speculative misapprehends the “legal certainty” test noted above. Defendant offers no basis to conclude that Plaintiff's claim is offered in bad faith. Nor does Defendant offer any rationale for reaching a

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legal certainty that the amount in controversy is \$75,000. While Plaintiff's allegation in the complaint is conclusory, in that he provides no further explication for it, he does assert that the matter at issue is 300,000 shares of Defendant.

*3 In its brief, Defendant first acknowledges the legal principle that the value of the object of litigation sets the amount in controversy when the relief sought is equitable. Yet Defendant later argues that a request for declaratory judgment or production and inspection of corporate records are items too uncertain to value and, so, Plaintiff's jurisdictional assertion is inherently speculative. In so arguing, Defendant disregards the governing law and invites the Court to construe Plaintiff's requests for declaratory judgment regarding share ownership and inspection of corporate records as the objects of litigation, rather than the unencumbered ownership of shares of Defendant. Defendant offers no legal basis for this narrow characterization, and the decision in *Cincinnati Ins. Co.* shows that the value of the item to be resolved via declaratory judgment is the basis for determining the amount in controversy. Thus, the amount at issue here is the value of 300,000 shares of Defendant as of the date of the filing of the complaint.

Plaintiff's complaint does not articulate a basis for assessing the value of those shares and does not describe Defendant's structure. In his response brief, he invites the Court to review the value of a particular holding of Defendant: 15,767,524 shares of Gastar Exploration Limited, which was publicly traded at \$1.67 per share on August 30, 2007, the date of the filing of Plaintiff's complaint. Plaintiff further asserts that Defendant has a total of 10 million authorized shares, such that he has a 3% ownership interest in a holding worth approximately \$26.3 million, or an amount in controversy of \$789,952.95. While these figures noticeably do not account for other assets or liabilities of Defendant or for shares of Defendant not issued and outstanding (which Plaintiff acknowledges), they do provide a basis for concluding that the amount in contro-

versy exceeds \$75,000. More importantly, Defendant has provided no rationale for concluding to a legal certainty that the amount in controversy is \$75,000 or less, notwithstanding the fact that Defendant, as the entity comprised of the shares at issue, is uniquely able to provide precisely that information.

Accordingly, the Court will not dismiss for lack of subject matter jurisdiction, because there is no "legal certainty" that the amount in controversy does not exceed \$75,000, as alleged by Plaintiff in good faith. Defendant, not Plaintiff, bears the burden to show the insufficiency of the amount in controversy to a legal certainty.

B.

Under *Erie R. v. Tompkins*, 304 U.S. 64 (1938), a federal district court sitting in diversity applies the conflict of laws rules of the state in which it sits. *Klaxon Co. v. Stentor Electric Manufacturing Co.*, 313 U.S. 487, 496 (1941); *Muncie Power Products, Inc. v. United Technologies Automotive, Inc.*, 328 F.3d 870, 873 (6th Cir.2003). Thus, the controlling conflict of laws principles here are those employed by Michigan.

*4 Michigan's conflict of laws rule states that Michigan law applies "unless a 'rational reason' to do otherwise exists." *Sutherland v. Kennington Truck Serv., Ltd.*, 562 N.W.2d 466, 471 (Mich.1997). To determine whether to displace Michigan law, a court must consider whether a foreign state has an interest in the application of its law and, if so, whether Michigan's interests mandate that Michigan's law applies, despite the interests of the foreign state. *Id.* (citing *Olmstead v. Anderson*, 400 N.W.2d 292, 301 (Mich.1987)). "If no state has ... an interest [in the application of its law], the presumption that Michigan law will apply cannot be overcome." *Id.* Factors to be considered in assessing whether Michigan's interests have priority over the interests of a foreign state include considerations of promoting certainty, predictabil-

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ity of results, ease of application, and preventing forum shopping. *See Olmstead*, 400 N.W.2d at 302.

Here, a rational reason exists to apply the law of another state, Delaware. Defendant is incorporated under the law of that state. Plaintiff's requests for declaratory judgment as to ownership of shares in Defendant and for a production and inspection of its corporate records directly implicate Defendant's corporate structure, the existence of which is governed by Delaware law. *See McDermott, Inc. v. Lewis*, 531 A.2d 206, 214-218 (Del.1987) (describing Delaware's significant interest in the application of its law to the internal affairs of corporations incorporated there). This conclusion comports with the internal affairs doctrine, which is a choice of law principle that the law of the state of incorporation generally governs issues pertinent to a corporation's internal affairs. *See First National City Bank v. Banco Para el Comercio Exterior de Cuba*, 462 U.S. 611, 621 (1983) (citing Restatement 2d of Conflict of Laws § 302 (1971)); *Atherton v. Federal Deposit Insurance Corp.*, 519 U.S. 213, 223-224 (1997); *Wojtczak v. American United Life Ins. Co.*, 292 N.W. 364, 366 (Mich.1940).

In assessing whether Michigan's interests take priority over Delaware's interests, the concern to promoting certainty and predictability of results and to facilitate ease of application would be served as well as by applying Delaware law, if not better, due to the robust development of Delaware law regarding corporate governance. The existence of Michigan's own statute, the CBA, governing both domestic and foreign corporations, does not demonstrate a countervailing reason for overriding the interest in certainty and consistency in governing the internal affairs of a corporation. As a corporation incorporated under Delaware law, Defendant's actions that implicate corporate governance, such as determining who owns shares in it and producing its records for inspection, will be governed by Delaware law, at least in Delaware. To permit the application of Michigan law to Plaintiff's particular claims would, in fact, promote inconsistency. Also,

applying Michigan law here might arguably reward forum shopping, where Plaintiff is a citizen of Texas and Defendant a Delaware corporation. Consequently, Delaware law governs Plaintiff's claims.

*5 Plaintiff's arguments, however, presume the application of Michigan law, and only Defendant addresses the argument that Defendant is entitled to judgment on the pleadings as to Plaintiff's request for inspection of corporate records, under Delaware law. Del.Code tit. 8, § 220(b), in relevant part, provides:

Any stockholder, in person or by attorney or other agent, shall, upon written demand *under oath* stating the purpose thereof, have the right during the usual hours for business to inspect for any proper purpose, and to make copies and extracts from:

(1) The corporation's stock ledger, a list of its stockholders, and its other books and records; and

(2) A subsidiary's books and records

* * *

In every instance where the stockholder is other than a record holder of stock in a stock corporation or a member of a nonstock corporation, the demand under oath shall state the person's status as a stockholder, be accompanied by documentary evidence of beneficial ownership of the stock, and state that such documentary evidence is a true and correct copy of what it purports to be. A proper purpose shall mean a purpose reasonably related to such person's interest as a stockholder. In every instance where an attorney or other agent shall be the person who seeks the right to inspection, the demand *under oath* shall be accompanied by a power of attorney or such other writing which authorizes the attorney or other agent to so act on behalf of the stockholder....

(Emphasis added.) Although nowhere alleged in his complaint and so outside the scope of review on a

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motion for judgment on the pleadings, Plaintiff does provide letters (dated October 18, 2006 and November 22, 2006) to Defendant from his counsel seeking to review its books. Pl. Rs., Ex. 8 [dkt # 16-9]. These letters do not include any statement under oath, and they do not include a power of attorney for Plaintiff's counsel to act on his behalf.

If a corporation refuses to permit a stockholder to inspect its books, then the stockholder may have recourse to the courts, under Del.Code tit. 8, § 220(c) which, in relevant part, provides:

If the corporation, or an officer or agent thereof, refuses to permit an inspection sought by a stockholder or attorney or other agent acting for the stockholder pursuant to subsection (b) of this section or does not reply to the demand within 5 business days after the demand has been made, the stockholder may apply to the Court of Chancery for an order to compel such inspection.... Where the stockholder seeks to inspect the corporation's books and records, other than its stock ledger or list of stockholders, such stockholder shall first establish that:

- (1) Such stockholder is a stockholder;
- (2) Such stockholder *has complied with this section respecting the form and manner of making demand for inspection of such documents*; and
- (3) The inspection such stockholder seeks is for a proper purpose.

*6 Where the stockholder seeks to inspect the corporation's stock ledger or list of stockholders and establishes that such stockholder is a stockholder and *has complied with this section respecting the form and manner of making demand for inspection of such documents*, the burden of proof shall be upon the corporation to establish that the inspection such stockholder seeks is for an improper purpose. The Court may, in its discretion, prescribe any limitations or conditions

with reference to the inspection, or award such other or further relief as the Court may deem just and proper....

(Emphasis added.)

Notwithstanding the Delaware Code's authorization for a stockholder to seek a court's assistance if a corporation does not comply with a request, that authorization is limited by the condition that the stockholder must comply with the procedural requirements for the "form and manner of making demand for inspection of such documents." Because Plaintiff has provided no allegation that his request complied with these procedural requirements, i.e., issuing the demand under oath and with a power of attorney to his counsel, Plaintiff cannot prevail on his request for production and inspection of Defendant's corporate records. Accordingly, Defendant is entitled to judgment on the pleadings as to Plaintiff's count II, because he has not met the requirements of Delaware law, even considering all his allegations as true.

IV.

Accordingly, it is **ORDERED** that Defendant's second motion to dismiss [dkt # 12] is **GRANTED IN PART** and **DENIED IN PART**. Count II of Plaintiff's complaint is **DISMISSED WITHOUT PREJUDICE**.

It is further **ORDERED** that Plaintiff's oral motion for leave to amend is **GRANTED**. Plaintiff shall file any amended complaint on or before **May 9, 2008**, else his complaint will be dismissed without prejudice.

It is further **ORDERED** that Defendant's motion to stay discovery pending disposition of its motion to dismiss [dkt # 13] is **GRANTED**. Discovery is hereby **STAYED** until **June 5, 2008**, or until further order of the Court.

E.D.Mich.,2008.
Stewart v. Geostar Corp.

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H

Only the Westlaw citation is currently available.

United States District Court,
E.D. Michigan,
Southern Division.

Michael WILLIAMS, individually and on behalf of
all persons similarly situated, Plaintiff,

v.

SCOTTRADE, INC., Defendant.
No. 06-10677.

June 19, 2006.

Michael P. Marsalese, Marsalese Law Group,
Southfield, MI, for Plaintiff.

Lisa A. Brown, Thomas M. Schehr, Dykema Gos-
sett, Detroit, MI, for Defendant.

PRESENT: The Honorable PATRICK J. DUGGAN
, U.S. District Court Judge.

OPINION AND ORDER GRANTING DEFEND- ANT'S MOTION FOR STAY OF DISCOVERY

PATRICK J. DUGGAN, District Judge.

*1 This action arises out of Defendant Scottrade, Inc.'s online stock trading platform, ScottradeELITE®. On January 26, 2006, Plaintiff filed this putative class action lawsuit in the Circuit Court for the County of Macomb, State of Michigan. Scottrade removed the complaint to federal court on February 16, 2006, pursuant to the Class Action Fairness Act of 2005, 28 U.S.C. §§ 1332(d) and 1453. In his complaint, Plaintiff claims that an alleged malfunction in ScottradeELITE resulted in inaccurate average price per share information being conveyed to its customers between September 1, 2004 through January 1, 2005. Plaintiff claims that, as a result, ScottradeELITE customers suffered monetary losses. According to Plaintiff,

this malfunction contradicted representations Scottrade made about ScottradeELITE in its advertising and marketing efforts and constituted a breach of Scottrade's contract with its ScottradeELITE customers. Plaintiff alleges the following state-law claims in his complaint:

(I) breach of contract;

(II) unfair and deceptive trade practices in violation of Michigan's Consumer Protection Act, MICH. COMP. LAWS ANN. § 445.901 *et seq.*;

(III) negligence;

(IV) common law fraud;

(V) breach of fiduciary duty;

(VI) respondeat superior;

(VII) breach of the National Association of Securities Dealers' supervisory rules;

(VIII) negligent supervision;

(IX) negligent misrepresentation;

(X) promissory estoppel;

(XI) rescission pursuant to MICH. COMP. LAWS ANN. § 451.810;

(XII) securities fraud in violation of MICH. COMP. LAWS ANN. § 451.501;

(XIII) unjust enrichment; and

(XIV) quantum meruit;

On March 16, 2006, Plaintiff served its First Set of Interrogatories on Scottrade. The following day, Scottrade filed a motion pursuant to Rules 9(b) and 12(b)(6) of the Federal Rules of Civil Procedure seeking dismissal of Plaintiff's claims. That motion now has been fully briefed and is scheduled for hearing on July 13, 2006. Presently before the

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(Cite as: 2006 WL 1722224 (E.D.Mich.))

Court is Scottrade's motion seeking a stay of discovery pending a resolution of its motion to dismiss, filed April 24, 2005.^{FN1} On June 16, the Court notified the parties that it is dispensing with oral argument with respect to Scottrade's motion to stay discovery, pursuant to Eastern District of Michigan Local Rule 7.1(e)(2).

FN1. On March 24, 2006, Plaintiff filed a motion for class certification which this Court already stayed pending a resolution of Scottrade's motion to dismiss. See 4/5/06 Order Granting Motion for Stay of Class Certification.

This Court has the discretion to stay discovery pursuant to Rule 26 of the Federal Rules of Civil Procedure pending a resolution of a motion to dismiss. *Nichols v. Baptist Mem'l Hosp.*, No. 02-2561, 2004 WL 2905406, at *2 (W.D. Tenn. April 2, 2004)(unpublished opinion)(cases cited therein). As the cases cited by Scottrade provide, "[i]t is settled that entry of an order staying discovery pending determination of dispositive motions is an appropriate exercise of the court's discretion." *Id.* (quoting *Chavous v. Dist. of Columbia Fin. Responsibility & Mgmt. Assistance Auth.*, 201 F.R.D. 1, 2 (D.C.2001)). The district court in *Nichols* suggested, however, that trial courts should not stay discovery which is necessary to gather facts in order to defend against a motion to dismiss or when the party seeking discovery will be prejudiced by the delay. *Id.* (citations omitted). Finding none of these concerns applicable in the present case, the Court concludes that Scottrade's motion should be granted.

*2 Scottrade's motion to dismiss, if granted, will render Plaintiff's discovery requests moot. Even if the Court does not dismiss Plaintiff's claims entirely, a resolution of the motion may narrow the causes of action and relevant issues in this lawsuit. While Plaintiff now claims that he needs discovery to respond to the motion to dismiss and to draft an amended complaint if Scottrade prevails in its argument that his fraud claims are not adequately pled,

Plaintiff did not make the same arguments in response to Scottrade's motion to dismiss and in fact filed a lengthy response to the motion. Additionally, while Plaintiff argues that the materials sought in his discovery requests are materials in Scottrade's possession, the type of discovery sought-see Pl.'s Resp. at 11 and Ex. 1-may not necessarily be readily at hand. In any event, to some degree, Scottrade will need to expend time and resources to respond to Plaintiff's discovery requests. Finally, the Court notes that the delay in discovery will not be long as Scottrade's motion to dismiss is scheduled for hearing shortly.

For the above reasons, the Court concludes that discovery should be stayed pending a resolution of Scottrade's motion to dismiss. Accordingly,

IT IS ORDERED, that Scottrade's motion for stay of discovery is **GRANTED**.

E.D.Mich.,2006.
Williams v. Scottrade, Inc.
Not Reported in F.Supp.2d, 2006 WL 1722224
(E.D.Mich.)

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Exhibit G

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN
NORTHERN DIVISION

LEIGH OCHOA,

Plaintiff,

FILE NO. 09-14383

vs.

Hon. Thomas L. Ludington

DPH HOLDINGS CORP.

Defendants.

THE MASTROMARCO FIRM
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**PLAINTIFF'S RESPONSE TO DEFENDANT DPH HOLDINGS,
CORPORATION'S MOTION TO STAY DISCOVERY
AND ALL PRE-TRIAL PROCEEDINGS**

NOW COMES Plaintiff, LEIGH OCHOA, by and through her attorneys, THE MASTROMARCO FIRM, and for her Response to Defendant DPH Holdings Corporation's Motion to Stay Discovery and all Pre-Trial Proceedings states as follows:

1.

It is admitted that 26(c) provides authority to this Court to, among other things, limit discovery upon good cause.

2.

It is true that Plaintiff filed an action seeking damages following termination of her employment with the Defendant. However, it should be noted that Plaintiff filed the original complaint on November 6, 2009. That although Defendants have known about the case, and Plaintiff has attempted to obtain discovery for months now, the Defendants waited six (6) months, and then filed this Motion, claiming protection from the Court. However, no formal Motion, at the time of this dictation, and at the time of the filing of the Defendant's Motion has been sought from the Bankruptcy Court seeking appropriate relief from this lawsuit (see admission in paragraph four (4) of Defendant's Motion).

3.

It is untrue that the claims that Plaintiff has brought were discharged in Bankruptcy. To the contrary, Plaintiff's claims sound in an intention tort, which is a complete exclusion from the Bankruptcy Rules. (See 11 U.S.C. § 523(a)).

4.

Defendant claims in this paragraph that it will be "filing a Motion in Bankruptcy Court seeking appropriate relief from this lawsuit." However, since Defendants have

already waited six (6) months from the filing of the Complaint in which to do so, it is doubtful that Defendants will be seeking appropriate relief, and in the meantime, a stay would not be appropriate.

5.

It is not necessary to stay discovery, so that the Defendants can continue to stall the present lawsuit when they have failed to seek any alleged relief, even at the time of the filing of their Motion, with the Bankruptcy Court.

6.

It is untrue that Discovery can be a “undue burden and waste of resources” since the chances that Defendants will be able to convince the Court, that Plaintiff should not proceed with their lawsuit, on a Motion that they haven’t even filed yet with the Bankruptcy Court is speculative.

7.

It is untrue that counsel conferred in good faith, since they are aware that this matter should proceed at this time.

WHEREFORE, Plaintiff respectfully prays for a denial of Defendant’s Motion.

Respectfully Submitted:

THE MASTROMARCO FIRM

Dated: May 25, 2010

s/Victor J. Mastromarco, Jr.
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UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN
NORTHERN DIVISION

LEIGH OCHOA,

Plaintiff,

FILE NO. 09-14383

vs.

Hon. Thomas L. Ludington

DPH HOLDINGS CORP.

Defendants.

THE MASTROMARCO FIRM
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**PLAINTIFF'S OPPOSITION BRIEF TO DEFENDANT DPH HOLDINGS
CORPORATION'S BRIEF IN SUPPORT OF MOTION TO
STAY DISCOVERY AND ALL PRE-TRIAL PROCEEDINGS**

INTRODUCTION

Plaintiff's lawsuit stems from an intentional violation of ERISA laws, where the Defendants terminated Plaintiff's employment, so as to prevent her from obtaining ERISA benefits. Such action on the part of Defendants is an intentional tort and an intentional violation of Statute.

Pursuant to 11 U.S.C. § 523(a), Defendant's argument that Plaintiff's claims are barred, is frivolous. Intentional torts cannot be "clearly discharged" as stated by Defendants in their Brief. (See page one, paragraph one, Introduction at line 5).

The facts of Plaintiff's complaint suggest that Plaintiff was terminated on August 31, 2009, while on approved medical leave, and Delphi terminated her employment so as to interfere with her entitlement to long term disability benefits to which Plaintiff would become entitled under the Delphi LTD Plan and ERISA.

That as a point of fact, just prior to Plaintiff's termination, she was contacted by her supervisor who asked questions specifically directed toward her anticipated return from medical leave versus the necessity of obtaining long term disability benefits.

That on that date, Plaintiff informed her supervisor that she believed her disability to be permanent and that she anticipated going on long term disability.

That due to Plaintiff's termination, all of her benefits, including health benefits and LTD, were discontinued effective October 9, 2009.

LEGAL ANALYSIS

At the outset, Plaintiffs would point out that Defendants have taken no action in six (6) months since the Complaint was filed, to bring any type of action within the Bankruptcy Court in an attempt to declare Plaintiff's allegations null or void or discharged. Instead, Defendants have maintained their defense to the Plaintiff's cause of action. It is only on the eve of depositions, that Defendant's now bring this Motion in an attempt to stall discovery, upset the Court's previous Pre-Trial Order, and prevent Plaintiff's from obtaining discovery.

If Plaintiff was terminated with the intent to interfere with Plaintiff's long-term disability benefits, as alleged in eight (8) of Plaintiff's Complaint, then clearly, Defendants have a reason for not going forth to the Bankruptcy Court, and attempting to obtain an Order to allegedly confirm that this matter has been "discharged." Defendants should not be granted some sort of stay from discovery at this juncture, after they have been dilatory. That 11 U.S.C. § 532(a) specifically deals with "exemptions to discharge." The claim that Plaintiff is making in this case is specifically identified as a claim which cannot be discharged in Bankruptcy. Defendants know this yet bring this Motion anyway, and that conduct should not be sanctioned.

That specifically, 11 U.S.C. § 523(a) states in relevant part:

“(a) A discharge under section 727, 1141, 1228(a), 1228(b), or 1328(b) of this Title does not discharge an individual debtor from any debt...

...(6) for willful and malicious injury by the debtor or to another entity or to the property of another entity;”

It should also be noted, that not only have Defendants failed to file any type of action in the Bankruptcy Court to attempt to nullify Plaintiff’s action, the Defendant also cites no legal authority for their position as it would relate to the matter of being “discharged” by the Bankruptcy Court. No Motion has been filed, and no legal action has been taken, and as such, the Defendant’s Motion should be denied.

WHEREFORE, Plaintiff respectfully prays that the Court deny Defendant’s Motion to Stay Discovery in order that the depositions go forward.

Respectfully Submitted:

THE MASTROMARCO FIRM

Dated: May 25, 2010

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PROOF OF SERVICE

I hereby certify that on **May 20, 2010**, I presented the foregoing paper to the Clerk of the Court for filing and uploading to the ECF system which will send notification of such filing to the following: **RICHARD M. TUYN/DEBRA A. COLBY**, and I hereby certify that I have mailed by United States Postal Service the document to the following non ECF participants: N/A.

Respectfully Submitted:

THE MASTROMARCO FIRM

Dated: May 25, 2010

s/Victor J. Mastromarco, Jr.

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[P34564]

Exhibit H

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN
NORTHERN DIVISION

LEIGH OCHOA,

Plaintiff,

v.

DPH HOLDINGS CORP.,

Defendant.

Case No. 09-14383

Hon. Thomas L. Ludington

Mag. Judge Charles E. Binder

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**DEFENDANT DPH HOLDINGS CORPORATION'S
REPLY BRIEF IN SUPPORT OF MOTION TO STAY
DISCOVERY AND ALL PRE-TRIAL PROCEEDINGS**

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Plaintiff's response to Defendant's Motion to Stay Discovery is without merit for four reasons: (1) Plaintiff's claims are barred by her failure to file a claim in bankruptcy court; (2) Plaintiff relies on an inapplicable section of the Bankruptcy Code in attempting to argue that her claims are not barred; (3) the claims raised by Plaintiff in this lawsuit are not subject to any exception to the injunction issued by the Bankruptcy Court; and (4) the appropriate Court to rule on whether the claims are barred is the Bankruptcy Court and not this Honorable Court.¹

Before addressing the lack of merit in Plaintiff's response, Defendant must address Plaintiff's suggestion that Defendant has been dilatory in raising the issue that Plaintiff's claims are barred and/or in bringing this motion. Defendant raised this issue as an Affirmative Defense in January 2010, stating: "Plaintiff failed to timely file a claim with the Bankruptcy Court overseeing the Defendant's Chapter 11 case, and is therefore barred and/or enjoined from proceeding against Defendant in this matter." (*see* Doc. 10). Further, Defendant communicated to Plaintiff's counsel in April 2010 that Plaintiff's claims were barred, and that Plaintiff had been given proper notice by the Bankruptcy Court and failed to timely file her bankruptcy claim (Ex A). Defendant communicated with Plaintiff's counsel a second time in April 2010, specifically noting that the cut off date for Plaintiff to file her claim was November 5, 2009 (Ex B). Finally, Defendant's counsel spoke with Plaintiff's counsel on May 5, 2010. At that time, Plaintiff's counsel refused to voluntarily dismiss this lawsuit or to stay discovery until the bankruptcy court ruled, thus requiring Defendant to bring this Motion.

Defendant's bankruptcy counsel is in the process of filing a motion in the bankruptcy court seeking the appropriate relief from this lawsuit. Under the local bankruptcy court rules,

¹ As indicated in Defendant's original brief in support of its motion, Plaintiff was notified that the bar date for filing administrative expense claims for claims arising on or after June 1, 2009, was November 5, 2009, and that any request for payment of claims not timely filed would be barred (Exhibit 1 attached to Defendant's original motion). Plaintiff failed to timely file a claim with the bankruptcy court, and her claims are now barred.

Defendant's motion must be filed by June 10, 2010², and the hearing date for the motion will be June 30, 2010. Based on prior experience, Defendant believes it is likely to receive a ruling on its motion that day, or within a short period of time thereafter. There is simply no reason to engage in discovery in this case before the Bankruptcy Court issues its ruling, particularly since discovery in this case is not scheduled to close until September 2010.

With regard to the substantive portion of Plaintiff's Response to Defendant's Motion, Plaintiff argues that her claims are not dischargeable in bankruptcy because she has alleged an intentional tort. Plaintiff claims 11 U.S.C. § 523(a)(6) excepts from discharge conduct that is "willful" and "malicious". Plaintiff's claim, however, is without merit because the exception set forth in Section 523(a)(6) is only applicable to **individual debtors** and does not apply to a **corporate debtor** such as Delphi. As set forth in 11 U.S.C. § 1141(d)(2), a Chapter 11 discharge "does not discharge a debtor **who is an individual** from any debt excepted from discharge under Section 523 of this title." (emphasis added).

Further, even if Plaintiff were to argue that her claim should be excepted from discharge under the Reorganization Plan, exceptions to discharge are to be narrowly construed in favor of the debtor and should be confined to those plainly expressed. *In re: Livingston*, 379 B.R. 711 (W.D. Mich. 2007). In this case, Plaintiff was terminated along with a number of other employees as a result of Delphi Corporation's bankruptcy. Ignoring the fact that she was one of many, Plaintiff claims that Defendant terminated her employment in order to avoid paying her long term disability benefits. This is not the fraudulent, malicious, willful type of conduct excepted from discharge under the Reorganization Plan (see Exhibit C, excerpts from "Plan Modification Order.")

² Defendant anticipates that its motion will be filed no later than June 4, 2010.

In any event, whether or not Plaintiff's claim is barred is a decision to be made by the Bankruptcy Court. The Court in *In re: Padilla*, 84 B.R. 194 (D. Col., 1987), explained why (whether or not Section 523(a)(6) is applicable), the bankruptcy court has exclusive jurisdiction to determine questions of dischargeability. The Court stated:

It is often said that Bankruptcy Courts have exclusive jurisdiction to determine dischargeability questions under §§523(a)(2), (4), and (6), and that other courts have concurrent jurisdiction with the Bankruptcy Courts to determine dischargeability under § 523(a)(3). (citations omitted). Such statements assume that the nature of the debt has already been determined, i.e., it is a § 523(a)(2),(4) or (6) debt or it is another type of debt. **Only the Bankruptcy Court can make that determination.** Thus, the general statement that Bankruptcy Courts have only concurrent jurisdiction under § 523(a)(3) is in error because only the Bankruptcy Court can determine if it is a § 523(a)(2), (4) or (6) debt, and that determination must be made before any court can determine if § 523(a)(3)(B) applies. . . .

84 B.R. 194, 196-197 (emphasis added).

Not only does the Bankruptcy Court have jurisdiction to determine questions of dischargeability, it retained exclusive jurisdiction under the confirmed Reorganization Plan to hear and determine all disputes involving the existence, nature or scope of the Debtors' discharge and to enforce all orders previously entered by the Court, including the injunction issued in the Delphi reorganization.

Moreover, bankruptcy courts have special expertise in matters relating to dischargeability, which suggests that the bankruptcy court should be the preferred forum in which to litigate dischargeability issues. See *Helbling & Klein, The Emerging Harmless Innocent Omission Defense to Nondischargeability Under Bankruptcy Code §523(a)(3)(A)*, 69 Am. Bankr. L.J. at 49, 61, note 9.

Plaintiff argues that her claim is not barred by the bankruptcy discharge because it falls within an exception under the bankruptcy code for intentional torts (citing the inapplicable

Bankruptcy Code provision, 11 U.S.C. § 523(a)(6)). Yet, Plaintiff refuses to voluntarily stay discovery until the very court with the expertise to make that decision rules on the issue.

Plaintiff's suggestion that this case should not be stayed because the bankruptcy court will rule in her favor is without merit. Judge Drain, the bankruptcy judge before whom this case will be heard, has already decided a case involving salaried retirees of Delphi against the new GM (the entity that emerged from GM's bankruptcy), who claimed that the new GM's decision not to "top up" their pensions as GM had "topped up" the pensions of hourly employees constituted "willful" and "malicious" behavior. The Delphi retirees filed a lawsuit in the U.S. District Court. GM brought an action in the bankruptcy court, asking the court to rule that the retirees' U.S. District Court action violated the plan injunction and the release and exculpation provisions of the plan.³ The Judge noted: ". . . it's well-recognized that, quote "a bankruptcy court is undoubtedly the best qualified to interpret and enforce its own orders, including those providing for discharge and injunction and therefore should not abstain from doing so." (Exhibit D, Order Enforcing Modified Plan and Plan Modification Order and excerpts from transcript of February 25, 2010 hearing, p. 88).

The Court went on to find that the record did not show the requisite willful misconduct by GM, such as to trigger an exception to dischargeability. The Court concluded, "Therefore, I will issue an order declaring that the continued prosecution of the Michigan District Court action by the retirees against New GM violates the plan injunction and may not proceed." (Exhibit D, p. 98 from transcript). Moreover, the injunction contained in paragraph 22(a) of the Order Confirming the Defendant's Plan of Reorganization applies to "commencing or continuing in any

³ GM, like the reorganized debtors in this case, was also released pursuant to the reorganization plan. In deciding whether the conduct was "willful" or "malicious," the Judge looked to the provision of the reorganization plan (Paragraph 20) which carved out an exception for such behavior and required that a very high standard be met in order for conduct to be considered "willful" or "malicious." (Ex D, transcript pp. 95-98).

manner any claim, action, employment of process, or other proceeding . . . against the Reorganized Debtors, which they possessed or may possess prior to the Effective Date,” whether or not such claim was discharged pursuant to the Modified Plan. Accordingly, determining the scope of the discharge and enforcing the injunction issued in the Defendant’s bankruptcy case is a matter that will be determined by the Bankruptcy Court.

It is likely that the Bankruptcy Court will enforce the plan injunction to stay the proceedings in this case. Defendant, therefore, respectfully requests that this Honorable Court stay discovery and all other pre-trial proceedings in this case until this matter is ruled upon by the bankruptcy court.

s/Richard M. Tuyn
Richard M. Tuyn (P29091)
Debra A. Colby (P60438)
Ogletree, Deakins, Nash, Smoak & Stewart,, PLLC
Attorneys for Defendant
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debra.colby@ogletreedeakins.com

Dated: June 1, 2010

CERTIFICATE OF SERVICE

I hereby certify that on June 1, 2010, I electronically filed the foregoing paper with the Clerk of the Court using the ECF system which will send notification of such filing to the following: Victor J. Mastromarco, Esq. and Manda L. Westervelt, Esq., and I hereby certify that I have mailed by United States Postal Service the paper to the following non-ECF participants: N/A.

s/Richard M. Tuyn
Richard M. Tuyn (P29091)
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UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN
NORTHERN DIVISION

LEIGH OCHOA,

Plaintiff,

v.

DPH HOLDINGS CORPORATION,

Defendant.

Case No. 09-14383

Hon. Thomas L. Ludington

Mag. Judge Charles E. Binder

**EXHIBIT LIST TO
DEFENDANT DPH HOLDINGS CORPORATION'S
REPLY BRIEF IN SUPPORT OF MOTION TO STAY
DISCOVERY AND ALL PRE-TRIAL PROCEEDINGS**

Ex A: Letter to Plaintiff's counsel dated April 12, 2010
Ex B: Letter to Plaintiff's counsel dated April 27, 2010
Ex C: Bankruptcy Court Order dated July 30, 2009
Ex D: Bankruptcy Court Order dated March 1, 2010
and Transcript Excerpt



**OGLETREE, DEAKINS, NASH,
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Richard M. Tuyn
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April 12, 2010

Manda L. Westervelt, Esq.
The Mastromarco Firm
1024 N. Michigan Avenue
Saginaw, Michigan 48602

RE: *Leigh Ochoa v. DPH Holdings Co.*
Case No 09-14383

Dear Ms. Westervelt:

I write regarding *Leigh Ochoa v. DPH Holdings Co.* (the "Proceeding"). Please be aware that Plaintiff is precluded from proceeding by virtue of the Plan Modification Order entered by the United States Bankruptcy Court for the Southern District of New York on July 30, 2009. Specifically, your client is permanently enjoined from taking action in the Proceeding pursuant to Article 11.14 of the Defendant's plan of reorganization and paragraph 22 of the Bankruptcy Court's order approving the plan of reorganization. Moreover, because your client failed to file an administrative expense claim form in accordance with the procedures approved by the Bankruptcy Court evidencing the liabilities asserted in the Proceeding, your client's claim is barred. (See paragraph 47 of the Bankruptcy Court's order approving the Defendant's plan of reorganization; see also, paragraph 9, Notice of Effective Date.) Accordingly, we hereby have attached for your review and execution the enclosed joint stipulation agreeing to dismiss the Proceeding.

If, by April 20, 2010, we have not heard from you in response to this letter, or if you indicate that you will not agree to voluntarily dismiss this case, the Defendant will be forced to exercise its legal alternatives including, but not limited to, instituting proceedings in the Bankruptcy Court to enforce the plan of reorganization approved by the Bankruptcy Court and stay the Proceeding. As a courtesy, I have enclosed a summary of the relevant procedural history and applicable provisions from the plan of reorganization and the Bankruptcy Court's orders. For a copy of relevant orders, as well the Notice of Effective Date, please go to <http://www.dphholdingsdocket.com>.

Manda L. Westervelt, Esq.
April 12, 2010
Page 2

Thank you for your immediate attention to this matter.

Very truly yours,

OGLETREE, DEAKINS, NASH,
SMOAK & STEWART, PLLC



Richard M. Tyni

RMT/kv
Enclosures

8478598.1 (OGLETREE)



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April 27, 2010

VIA FACSIMILE and U.S. Mail

Manda L. Westervelt, Esq.
The Mastromarco Firm
1024 N. Michigan Avenue
Saginaw, Michigan 48602

RE: *Leigh Ochoa v. DPH Holdings Co.*
Case No 09-14383

Dear Ms. Westervelt:

We received your letter indicating that you believe Plaintiff's claims are not barred by the bankruptcy proceedings. While we agree with your assessment of the language you cited, we would refer you to additional language which does bar your client's claims. By way of background, there were actually three bar dates in total. The first was for pre-petition (Pre-10/8/2005) claims which had to be filed by July 31, 2006. The second, usually referred to as the "Initial Administrative Claims Bar Date" was for claims arising from October 8, 2005 to June 1, 2009. The third, referred to as the "Final Administrative Claims Bar Date" was for claims arising after June 1, 2009 but before the Effective Date of the plan of reorganization (October 6, 2009). As you point out, Leigh Ochoa's claims fall into the latter category.

In the Notice of (A) Order Approving Modifications to First Amended Joint Plan of Reorganization of Delphi Corporation and Certain Affiliates, Debtor's and Debtors-In-Possession and (B) Occurrence of Effective Date (Docket No. 18958)(attached hereto as Exhibit A), it specifically states that the Effective Date of the Modified Plan is October 6, 2009. Under the Bankruptcy Court's Orders, all claims which accrued prior to the Effective Date (i.e., prior to October 6, 2009) had to be filed no later than November 5, 2009. Indeed, under the Administrative Bar Date section of the Notice of Effective Date, it specifically states that:

Requests for payment of an Administrative Claim (other than as set forth in Article X of the Modified Plan), must be filed with the Claims Agent and served on counsel for the Debtors and the Creditors' Committee no later than November 5, 2009 or shall be disallowed automatically without the need for any objection from the Debtors or Reorganized Debtors. Unless the Debtors or the Reorganized Debtors object to an Administrative Claim on or prior to May 4, 2010 (unless such objection period is extended by the Bankruptcy Court), such Administrative Claim shall be deemed allowed in the amount requested. In the event that the

Manda L. Westervelt, Esq.
April 27, 2010
Page 2

Debtors or the Reorganized Debtors object to an Administrative Claim, the Bankruptcy Court shall determine the allowed amount of such Administrative Claim.

This language is consistent with the Order Approving Modifications under 11 U.S.C. § 1127(b) to (I) First Amended Joint Plan of Reorganization of Delphi Corporation and Certain Affiliates, Debtors and Debtors-in-Possession, as Modified and (II) Confirmation Order (Docket No. 12359)). Specifically, in Paragraph 47 of that Order it states:

[R]equests for payment of an Administrative [Expense] Claim (other than as set forth in the Modified Plan or otherwise contemplated by the Master Disposition Agreement, i.e., for such claims arising on or after June 1, 2009) must be filed, in substantially the form of the Administrative Claim Request Form attached as Exhibit 10.5 to the Modified Plan, with the Claims Agent and served on counsel for the Debtors and the Creditors' Committee no later than 30 days notice of after the Effective Date is filed on the docket of the Chapter 11 Cases [November 5, 2009].¹ **Any request for payment of an Administrative Claim pursuant to this paragraph that is not timely filed and served shall be disallowed automatically without the need for any objection from the Debtors or the Reorganized Debtors.**

Exhibit B, Modified Plan, Paragraph 47 (emphasis added). In addition, the Modified Plan provides that:

[T]he distributions and rights that are provided in [the Modified] Plan shall be in complete satisfaction, discharge, and release, effective as of the Effective Date, of Claims and Causes of Action, whether known or unknown, against, liabilities of, liens on, obligations of, rights against, and Interests in the Debtors or any of their assets or properties, regardless of whether any property shall have been distributed or retained pursuant to [the Modified] Plan on account of such Claims, rights, and Interests, including, but not limited to, Claims and Interests that arose before the Effective Date

Modified Plan Art. 11.2(emphasis added).

[T]he satisfaction, release, and discharge pursuant to [Article XI of the Modified Plan] **shall act as an injunction against any Person commencing or continuing any action, employment of process, or act to collect, offset, or recover any Claim, Interest, or Cause of Action satisfied, released, or discharged under**

¹ The Effective Date of the Plan was October 6, 2009, which means Bar Date for Admin Claims that arose after June 1, 2009, was November 5, 2009.

Manda L. Westervelt, Esq.
April 27, 2010
Page 3

**[the Modified] Plan to the fullest extent authorized or provided by the
Bankruptcy Code**

Modified Plan Art. 11.14 (emphasis added). Similarly, paragraph 22 of the Modification Approval Order provides that:

[T]he Debtors and all Persons shall be precluded and permanently enjoined on and after the Effective Date from (a) commencing or continuing in any manner any Claim, action, employment of process, or other proceeding of any kind with respect to any Claim, Interest, Cause of Action, or any other right or Claim against the Reorganized Debtors, which they possessed or may possess prior to the Effective Date, (b) the enforcement, attachment, collection, offset, recoupment, or recovery by any manner or means of any judgment, award, decree, order, or otherwise with respect to any Claim, Interest, Cause of Action, or any other right or Claim against the Reorganized Debtors, which they possessed or may possess prior to the Effective Date, (c) creating, perfecting, or enforcing any encumbrance of any kind with respect to any Claim, Interest, Cause of Action, or any other right or Claim against the Reorganized Debtors, which they possessed or may possess prior to the Effective Date, and (d) asserting any Claims, Interests, or Causes of Action that are satisfied, discharged, released, or subject to exculpation hereby or by the Modified Plan.

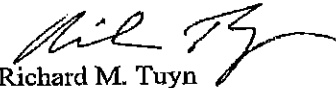
Modification Approval Order ¶ 22(emphasis added).

Based on these Orders, any claim that Leigh Ochoa had against Delphi had to be filed no later than November 5, 2009, and her current claims are untimely and improper. We are attaching the relevant provisions of the Orders/notices for your ease of reference. Complete copies of these documents are available at <http://dphholdingsdocket.com>. After you have had an opportunity to review these documents, please advise whether you are willing to dismiss this action or whether a motion is necessary. If we do not hear from you by May 3, 2010, we will be forced to file a motion to dismiss.

Thank you for your immediate attention to this matter.

Very truly yours,

OGLETREE, DEAKINS, NASH,
SMOAK & STEWART, PLLC


Richard M. Tuyn

RMT/kv
Enclosures

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

-----X	
In re	: Chapter 11
DELPHI CORPORATION, <u>et al.</u> ,	: Case No. 05-44481 (RDD)
Debtors.	: (Jointly Administered)
-----X	

ORDER APPROVING MODIFICATIONS UNDER 11 U.S.C. § 1127(b) TO
 (I) FIRST AMENDED JOINT PLAN OF REORGANIZATION OF DELPHI
 CORPORATION AND CERTAIN AFFILIATES, DEBTORS AND
 DEBTORS-IN-POSSESSION, AS MODIFIED AND
 (II) CONFIRMATION ORDER (DOCKET NO. 12359)

("PLAN MODIFICATION ORDER")

Upon the Court's Findings of Fact, Conclusions of Law, And Order Under
 11 U.S.C. §§ 1129(a) And (b) And Fed. R. Bankr. P. 3020 Confirming the First Amended
 Joint Plan Of Reorganization Of Delphi Corporation ("Delphi") And Certain Affiliates,
 Debtors And Debtors-In-Possession (each, a "Debtor"), As Modified (the "Confirmed
 Plan"), dated January 25, 2008 (Docket No. 12359) (the "Confirmation Order"); and

Upon the Debtors' Motion for Order (I) Approving Modifications to
 Debtors' First Amended Plan of Reorganization (as Modified) and Related Disclosures
 and Voting Procedures and (II) Setting Final Hearing Date to Consider Modifications to
 Confirmed First Amended Plan of Reorganization (Docket No. 14310), dated October 3,
 2008, (the "Plan Modification Approval Motion"); and

Upon the Debtors' (A) Supplement to Motion for Order (I) Approving
 Modifications to Debtors' First Amended Plan of Reorganization (as Modified) and



subject the Reorganized Debtors to any liability by reason of such transfer under the Bankruptcy Code or under applicable nonbankruptcy law, including, without limitation, any laws affecting successor or transferee liability.

20. Discharge, Releases, Limitations Of Liability, And Indemnification. Pursuant to applicable law, including sections 105(a) and 1123(b)(3) and (6) of the Bankruptcy Code, the discharge of the Debtors and any of their assets or properties provided in Article 11.2 of the Modified Plan, as approved herein, the releases set forth in Articles 11.4, 11.5, 11.6, and 11.7 of the Modified Plan, and the exculpation and limitation of liability provisions set forth in Article 11.11 of the Modified Plan, are deemed incorporated in this order as if set forth in full herein and are hereby approved as an integral part of the Modified Plan and are fair, equitable, reasonable and in the best interests of the Debtors, their estates, and holders of Claims and Interests; provided, however, notwithstanding anything in this order, the exculpation provisions or releases provided pursuant to Article 11 of the Modified Plan shall have no effect on the liability of any entity that otherwise would result from any action or omission to the extent that such action or omission is determined in a final order to have constituted intentional fraud or willful misconduct.

21. Limitation on Releases. None of the releases provided in the Modified Plan, as modified herein, shall be applicable with respect to any of the Plan Investors or their affiliates with respect to their obligations under the Investment Agreement, the transactions contemplated thereby, or any litigation related thereto, including any and all defendants to such actions.

22. Injunction. Except as otherwise specifically provided in the Modified Plan, the MDA Documents, or this order and except as may be necessary to enforce or remedy a breach of the Modified Plan, the Debtors and all Persons shall be precluded and permanently enjoined on and after the Effective Date from (a) commencing or continuing in any manner any Claim, action, employment of process, or other proceeding of any kind with respect to any Claim, Interest, Cause of Action, or any other right or Claim against the Reorganized Debtors, which they possessed or may possess prior to the Effective Date, (b) the enforcement, attachment, collection, offset, recoupment, or recovery by any manner or means of any judgment, award, decree, order, or otherwise with respect to any Claim, Interest, Cause of Action, or any other right or Claim against the Reorganized Debtors, which they possessed or may possess prior to the Effective Date, (c) creating, perfecting, or enforcing any encumbrance of any kind with respect to any Claim, Interest, Cause of Action, or any other right or Claim against the Reorganized Debtors, which they possessed or may possess prior to the Effective Date, and (d) asserting any Claims, Interests, or Causes of Action that are satisfied, discharged, released, or subject to exculpation hereby or by the Modified Plan.

23. Automatic Stay. The stay in effect in the Chapter 11 Cases pursuant to section 362(a) of the Bankruptcy Code shall continue to be in effect until the Effective Date, and at that time shall be dissolved and of no further force or effect, subject to the injunction set forth in the preceding paragraph and/or sections 524 and 1141 of the Bankruptcy Code and Article 11.14 of the Modified Plan; provided, however, that nothing herein shall bar the filing of financing documents (including Uniform Commercial Code financing statements, security agreements, leases, mortgages, trust

asserting against the Debtors or the Purchasing Entities, or the property of any of them, any default, counterclaim, defense, setoff, or any other Claim asserted or assertable against the Debtors (a) arising prior to or existing as of the Effective Date with respect to any prepetition periods, except for Cure, (b) arising after the commencement of the chapter 11 cases but on or prior to June 1, 2009, except for such defaults as were asserted in an administrative expense claim filed against the Debtors on or prior to July 15, 2009 in accordance with the administrative claims procedures set forth in the Modification Procedures Order, and (c) arising after June 1, 2009 but on or prior to the Effective Date, except for such defaults as are asserted in an administrative claim filed in accordance with Article 10.5 of the Modified Plan. The failure of the Debtors or the Purchasing Entities to enforce at any time one or more terms or conditions of any Acquired Contract shall not be a waiver of such terms or conditions or of the Debtors' and the Purchasing Entities' rights to enforce every term and condition of the Acquired Contracts.

44. Bar Date For Rejection Damage Claims And Related Procedures.

If the rejection by the Debtors, pursuant to the Modified Plan or otherwise, of an executory contract or unexpired lease results in a Claim, then such Claim shall be forever barred and shall not be enforceable against either the Debtors, the Reorganized Debtors, or such entities' properties unless a proof of claim is filed with the Claims Agent and served upon counsel to the Debtors and the Creditors' Committee within 30 days after the later of (a) entry of this order or (b) notice that the executory contract or unexpired lease has been rejected, unless otherwise ordered by the Court.

45. Record Date For Claims Distributions. The Reorganized Debtors, the Disbursing Agent, the Indenture Trustees (as agent or Servicer as described in Section

9.5 of the Modified Plan), and the Servicers shall have no obligation to recognize the transfer of, or the sale of any participation in, any Allowed Claim that occurs after June 8, 2009 (the "Claims Record Date"), and shall be entitled for all purposes herein to recognize and distribute only to those holders of Allowed Claims who are holders of such Claims, or participants therein, as of the Claims Record Date. The Reorganized Debtors, the Disbursing Agent, the Indenture Trustees (as agent or Servicer as described in Section 9.5 of the Modified Plan), and the Servicers shall instead be entitled to recognize and deal for all purposes under the Modified Plan with only those record holders stated on the official claims register or the transfer ledger, as the case may be, as of the Claims Record Date. On the Claims Record Date, the transfer ledgers of the Indenture Trustees or other agents or Servicers shall be closed, and there shall be no further changes in the record holders of securities. The Reorganized Debtors, the Disbursing Agent, the Indenture Trustees (as agent or Servicer as described in Section 9.5 of the Modified Plan), and the Servicers shall have no obligation to recognize any transfer of the Senior Notes, the TOPrS, or the Subordinated Notes occurring after the Claims Record Date. The Reorganized Debtors, the Disbursing Agent, the Indenture Trustees (as agent or Servicer as described in Section 9.5 of the Modified Plan), and Servicers shall be entitled instead to recognize and deal for all purposes hereunder with only those record holders stated on the transfer ledgers as of the Claims Record Date, provided, however, that with respect to deceased record holders, the Indenture Trustee (as agent or Servicer as described in Section 9.5 of the Modified Plan) shall be authorized, but not directed, to recognize transfers to the appropriate heir, executor, or otherwise, following provision of notice together with such evidence of the transfer to the appropriate Indenture Trustee as is

reasonably satisfactory to the applicable Indenture Trustee. Such notice shall be effective only as to distributions due at least 60 days after such notice is accepted as satisfactory by the applicable Indenture Trustee. Nothing in this paragraph shall be applicable with respect to any claims held by the DIP Lenders or the DIP Agent.

46. Substantial Contribution Compensation And Expenses Bar Date.

Any Person (including the Indenture Trustees) who requests compensation or expense reimbursement for making a substantial contribution in the Chapter 11 Cases pursuant to sections 503(b)(3), (4), and (5) of the Bankruptcy Code shall file an application with the Court on or before the 45th day after notice of the Effective Date is filed on the docket of the Chapter 11 Cases (the "503 Deadline"), and serve such application on counsel for the Debtors, the Creditors' Committee, the United States Trustee for the Southern District of New York, and such other parties as may be directed by the Court and the Bankruptcy Code on or before the 503 Deadline, or be forever barred from seeking such compensation or expense reimbursement.

47. Other Administrative Claims. All other requests for payment of an Administrative Claim (other than as set forth in the Modified Plan or otherwise contemplated by the Master Disposition Agreement, i.e., for such claims arising on or after June 1, 2009) must be filed, in substantially the form of the Administrative Claim Request Form attached as Exhibit 10.5 to the Modified Plan, with the Claims Agent and served on counsel for the Debtors and the Creditors' Committee no later than 30 days notice of after the Effective Date is filed on the docket of the Chapter 11 Cases. Any request for payment of an Administrative Claim pursuant to this paragraph that is not timely filed and served shall be disallowed automatically without the need for any

objection from the Debtors or the Reorganized Debtors. The Debtors or the Reorganized Debtors may settle an Administrative Claim without further Bankruptcy Court approval. Unless the Debtors or the Reorganized Debtors object to an Administrative Claim within 180 days after the Administrative Claims Bar Date (unless such objection period is extended by the Bankruptcy Court), such Administrative Claim shall be deemed allowed in the amount requested. In the event that the Debtors or the Reorganized Debtors object to an Administrative Claim, the Bankruptcy Court shall determine the allowed amount of such Administrative Claim.

48. Substantive Consolidation. For the reasons described in IV.C. of the Supplemental Disclosure Statement and the evidence and arguments made, proffered, or adduced at the Confirmation Hearing, certain of the Debtors' estates shall be substantively consolidated as set forth in Article III of the Modified Plan, solely for the purposes of voting on the Modified Plan and making distributions to holders of Claims and Interests under the Modified Plan.

49. Restructuring Transactions. The Restructuring Transactions contemplated by Article 7.3 of the Modified Plan and described in Exhibit 7.3 to the Modified Plan are approved. The Debtors and Reorganized Debtors and their officers are authorized to take, on and after the Modification Approval Date, such actions as may be necessary and appropriate to effectuate the relevant Restructuring Transactions, including, without limitation, executing such documents as may be reasonably required in order to effectuate the Restructuring Transactions. Each and every federal, state, and local governmental agency or department is hereby directed to accept for filing and recording

65. Modifications To The Modified Plan. At the request of the Debtors, the Modified Plan is hereby modified pursuant to section 1127 of the Bankruptcy Code and as modified herein and as set forth on Exhibit A hereto.

Dated: New York, New York
July 30, 2009

/s/ Robert D. Drain
UNITED STATES BANKRUPTCY JUDGE

Docket #19578 Date Filed: 3/1/2010

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

-----X
In re : Chapter 11
DPH HOLDINGS CORP., *et al.*, : Case No. 05-44481 (RDD)
Reorganized Debtors. : (Jointly Administered)
-----X

**ORDER ENFORCING MODIFIED PLAN
AND PLAN MODIFICATION ORDER**

Upon the motion of General Motors LLC (f/k/a General Motors Company) to Enforce Modified Plan and Plan Modification Order (Docket No. 19361) (the "Motion"),¹ filed by General Motors LLC f/k/a General Motors Company ("New GM"); and the Court having reviewed the Motion, the objection to the Motion filed by the Salaried Plaintiffs (Docket No. 19492) (the "Objection") and the reply to the Objection filed by New GM (Docket No. 19570) and the exhibits to the foregoing pleadings, and having considered the arguments of counsel at the February 25, 2010 hearing on the Motion (the "Hearing"); the Court finding that (i) there was due and sufficient notice of the Motion and the Hearing, (ii) the Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334, and (iii) this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and the Court having determined that the legal and factual bases set forth in the Motion and at the Hearing establish just cause for the relief granted herein; and for the reasons set forth on the record at the Hearing, which are incorporated herein by reference

¹ Capitalized terms not otherwise defined herein shall have the meanings given to them in the Motion.



IT IS HEREBY ORDERED THAT:

1. The Motion is GRANTED as set forth herein, and the Objection is OVERRULED.
2. The Salaried Plaintiffs shall immediately cease and desist from any further prosecution of the Michigan Civil Action against New GM, or any similar lawsuit or proceeding in any forum against New GM. The Salaried Plaintiffs shall immediately dismiss New GM from the Michigan Civil Action. This dismissal shall be without prejudice to the Salaried Plaintiffs' ability to seek future relief in this Court from the injunction set forth in Section 11.14 of the Modified Plan and paragraph 22 of the Plan Modification Order upon a showing to this Court of new facts and circumstances that would demonstrate that New GM's conduct is not subject to the release and injunction provisions of the Modified Plan and the Plan Modification Order.
3. Any further prosecution of the Michigan Civil Action against New GM, or prosecution of any similar lawsuit or proceeding in any forum against New GM, without the Salaried Plaintiffs first proceeding in this Court under the last sentence of paragraph 2 of this Order, shall constitute contempt of this Court.
4. The Court shall retain jurisdiction to hear and determine all matters arising from or related to the implementation of this Order.

Dated: March 1, 2010
White Plains, New York

/s/Robert D. Drain
UNITED STATES BANKRUPTCY JUDGE

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UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK
Case No. 05-44481-RDD

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In the Matter of:

DPH HOLDINGS CORP., et al.,

Debtors.

- - - - -x

United States Bankruptcy Court
300 Quarropas Street
White Plains, New York

February 25, 2010
10:07 AM

B E F O R E:

HON. ROBERT D. DRAIN
U.S. BANKRUPTCY JUDGE

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2 HEARING re Notice of Fifty-Second Omnibus Hearing. Agenda
3 Filed by John Wm. Butler, Jr. on Behalf of DPH Holdings Corp.,
4 et al.

5
6 HEARING re Notice of Thirtieth Claims Hearing. Agenda Filed by
7 John Wm. Butler, Jr., on Behalf of DPH Holdings Corp., et al.
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24 Transcribed by: Pnina Eilberg
25

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1 I remember this stuff pretty well and know how I -- and know
2 what I require in confirmation orders.

3 So I have before me a motion by General Motors, LLC,
4 which I'll refer to as New GM, which purchased substantially
5 all of the assets of General Motor's Corporation in GM's
6 bankruptcy case. That motion by New GM seeks to enforce the
7 modified plan of reorganization for Delphi Corporation and its
8 affiliated debtors and the order confirming the modified plan
9 dated July 30, 2009. The plan subsequently went effective,
10 that is, the transfers upon which it was premised and the
11 distributions upon which it was premised occurred or were
12 substantially consummated on October 6, 2009.

13 The plan, like most aspects of Delphi's Chapter 11
14 case, was fairly complicated. It involved the transfer of
15 substantially all of the debtors' global core businesses to an
16 entity called DIP Holdco 3, LLC, comprised of or owned by the
17 postpetition DIP lenders. A GM affiliate or subsidiary
18 acquired the debtors' noncore steering business and certain
19 U.S. manufacturing plants very closely tied to doing work for
20 GM. And then DPH Holdings, which is now the entity in the
21 caption of this case, retained certain other assets and is
22 responsible for implementing the executory aspects of the plan
23 and dealing with claims.

24 The issue of the treatment of the debtors' pension
25 plans as well as other legacy liabilities was a key issue in

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1 the Chapter 11 case. Also a key issue in the Chapter 11 case
2 was the debtors' complicated relationship with GM Corporation.
3 GM was the largest customer of the debtors. Also it was,
4 arguably, the largest creditor of the debtors. And moreover,
5 because of both its close relationship with the debtors as well
6 as express guarantees entered into by GM in connection with the
7 spinoff of the debtors from GM and subsequent agreements,
8 potentially responsible for substantial obligations of the
9 debtors to, contractually at least, three of the debtors'
10 unions: the UAW, the IUE, and the USW.

11 It was always the case that GM and the debtors
12 intended to resolve those issues with an ultimate release of GM
13 in return for GM's contribution to the resolution of those
14 issues through a Chapter 11 plan. That had to be tied into
15 agreements with those three unions among other constituents in
16 the case.

17 As it happened, Delphi's initial plan, pursuant to
18 which its legacy obligations, including the pension plans of
19 both the hourly employees represented by the unions as well as
20 the salaried employees, would be maintained intact. That plan,
21 unfortunately failed; it did not get consummated. The
22 investors upon whose investment the plan was premised
23 terminated their commitments to invest.

24 At the same time, there was a global downturn -- a
25 severe global downturn in the automotive business that

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1 dramatically affected both GM and Delphi. Nevertheless, GM,
2 Delphi, the unions, and other parties-in-interest continued to
3 pursue a resolution of the issues that I've described which
4 ultimately resulted in the modified plan that was confirmed by
5 the plan modification order on July 30, 2009 and that was
6 consummated on October 6, 2009.

7 Under that plan, GM and New GM received broad
8 releases and exculpations which were embodied in both paragraph
9 11.8 and 11.1 of the plan and supported by an injunction in the
10 plan modification order against actions that would violate
11 those release and exculpation provisions.

12 By the time of the entry of the confirmation order it
13 was clear that Delphi would not be able to assume the pension
14 plans of either the unions or the salaried retirees. That left
15 the issue of whether GM, which by then was in its own Chapter
16 11 case, would be responsible for the difference between the
17 payments to the beneficiaries of those plans by the PBGC and
18 the amounts that the beneficiaries would be entitled to under
19 the plans themselves.

20 Under the -- or in connection with the plan, GM took
21 an assignment -- New GM, that is, took an assignment of the
22 debtors' memorandum of understand with their largest union, the
23 UAW, which provided for the topping up of the pension benefits
24 of those UAW retirees. That is, it provided for the payment of
25 those benefits by New GM in excess of the amounts that were

1 guaranteed by the PBGC.

2 The plan was also confirmed in contemplation of and
3 providing for, as I said, the transfer of certain plants in the
4 steering business to GM, pursuant to the MDA or master
5 disposition agreement. That agreement provided in paragraph
6 10.26 for a consent right by the other two unions that had the
7 benefit of an old GM benefit guarantee, the IUE and the United
8 Steelworkers.

9 The release under paragraph 11.11 of the plan clearly
10 provided for a release in connection with not only the conduct
11 of the Chapter 11 case but also implementation of the plan and
12 the MDA before the effective date of the plan. The two unions
13 agreed in a settlement agreement, attached as Exhibit D to New
14 GM's reply brief in this matter, to the transfer under the MDA
15 in return for GM's providing the top-up payments.

16 This enabled the MDA to close and the plan to go
17 effective in October of 2009. The actual agreement was not
18 approved in GM's bankruptcy case until November of 2009 but the
19 parties acted in reliance upon the agreement and the hearing
20 thereon in closing the MDA.

21 The Delphi Salaried Retirees Association is made up
22 of salaried retirees of Delphi who were beneficiaries of the
23 salaried retiree pension plan. They appeared in the Chapter 11
24 case in opposition to confirmation of the plan. They also
25 appeared thereafter because they had commenced an action in

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1 district court in Michigan that the debtor contended violated
2 the automatic stay and/or the plan, and the subsequently agreed
3 to settle that dispute, i.e. the dispute with the debtor, by
4 agreeing to pursue only the PBGC at that time and not to
5 collaterally attack the modified plan or the confirmation
6 order. That stipulation was entered into on September 11th of
7 2009.

8 The retirees pursued a complaint against the PBGC in
9 the U.S. District Court for the Eastern District of Michigan,
10 but in November of 2009 they amended that complaint to add a
11 fifth cause of action, which includes as a defendant New GM.
12 That count, Count V of the amended complaint, asserts that New
13 GM's decision to top up the pension benefits of union
14 affiliated Delphi retirees was made at the direction of the
15 United States government, and because it did not apply also to
16 nonunion retirees similarly situated, violated the equal
17 protection provision of the Fifth Amendment and the First
18 Amendment's association on speech guarantees.

19 New GM sought, through counsel, to have itself be
20 dismissed from the action, asserting that the amended complaint
21 violated the plan injunction and the release and exculpation
22 provisions of the plan upon which -- which the plan injunction
23 enforces. That request was denied and New GM then brought this
24 motion.

25 The retirees, who include three individual retirees

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1 who are plaintiffs as well as the Salaried Retirees
2 Association, has objected to New GM's motion, essentially on
3 two grounds. The first ground is that it is contended this
4 Court should exercise its discretion under 28 U.S.C., Section
5 1334(c)(1) to abstain from deciding the motion, quote, "in the
6 interest of justice or in the interest of comity with state
7 courts or respect to state law".

8 The retiree plaintiffs contend that because of a
9 proper deference to the issues before the Michigan District
10 Court pertaining to Count V in the complaint and their
11 interplay with whether the plan injunction applies or not, the
12 Court should abstain. It should be noted before analyzing that
13 contention that there's no dispute that the confirmation order
14 is a final order and governs and therefore that it is not
15 subject to collateral attack. See Celotex v. Edwards, 514 U.S.
16 300, 313.

17 Rather, the retiree plaintiffs contend that I should
18 defer to the Michigan District Court on the issue of whether
19 the injunction by its terms applies to their pursuit of the
20 Michigan District Court action. The decision to abstain
21 permissibly under 28 U.S.C., Section 1334(c)(1) is within the
22 sound discretion of the bankruptcy court. In re Dayton Title
23 Agency, 304 B.R. 323, 329 (Bankr. S.D. Ohio).

24 However, it is clear that the decision is an
25 extraordinary one and that the Court should weigh the factors

1 that I'm about to go through heavily in favor of exercising its
2 jurisdiction. The Supreme Court has described the duty to
3 exercise its jurisdiction when properly invoked as a, quote,
4 "virtually unflagging obligation".

5 New Orleans Public Service, Inc. v. Council of the
6 City of New Orleans, 491, U.S. 350, 359 (1989). See also
7 Texaco Inc. v. Sanders, 182 B.R. 937 (Bankr. S.D.N.Y. 1995),
8 946-947; In re Ionosphere Clubs, Inc., 108 B.R. 951, 954
9 (Bankr. S.D.N.Y. 1989); and In re Portrait Corporation of
10 America 406 B.R., 637 (Bankr. S.D.N.Y. 2009), 641.

11 I believe that's particularly the case, whereas here
12 the matter before the Court is a core matter under 28 U.S.C.,
13 Section 157(b). Clearly the Court's construction and
14 enforcement of the confirmation order in the case and the
15 Chapter 11 plan is a core matter. And as I noted, that order
16 recognized the transfer of key assets of the debtors to New GM
17 as well. See In re Millenium Seacarriers, Inc., 458 F.3d 92,
18 95 (2d Cir. 2006) as well as In re Texaco, Inc., 182 B.R., 944.

19 Clearly there's no issue as to the Court's
20 jurisdiction here, as a bankruptcy court retains post-
21 confirmation jurisdiction to interpret and enforce its own
22 order, particularly when the dispute arises over a bankruptcy
23 plan and the confirmation order. See In re Petrie Retail,
24 Inc., 304 F.3d 223, 230 (2d Cir.2002) as well as Travelers
25 Indemnity Co. v. Bailey, 129 S. Ct. 2195, 2205 (2009).

Moreover, it's well-recognized that, quote, "a bankruptcy court is undoubtedly the best qualified to interpret and enforce its own orders, including those providing for discharge and injunction and therefore should not abstain from doing so." Again In re Texaco, Inc., 182 B.R., 947. See also In re U.S.H. Corp. of N.Y., 280 B.R. 330, 338 (Bankr. S.D.N.Y. 2002), quote, "The policy of this district does not favor abstention in matters involving a Court's interpretation of its own orders."

It's in light of all of that case law, as well as the Court's very great familiarity with the facts of these Chapter 11 cases, that I approach the analysis of whether I should permissibly abstain. In conducting such analysis, the courts have developed twelve factors for consideration of whether permissive abstention should be ordered under 28 U.S.C., Section 1334(c)(1). As I noted, they're heavily weighted against abstention and in favor of the exercise of jurisdiction.

They are: "The effect or lack thereof on the efficient administration of the estate if a Court recommends abstention; the extent to which nonbankruptcy law issues predominate over bankruptcy issues; the difficulty or unsettled nature of the applicable nonbankruptcy law; the presence of a related proceeding commenced in state court or other nonbankruptcy court; the jurisdictional basis, if any, other

1 than 28 U.S.C., Section 1334 for the underlying action; the
2 degree of relatedness or remoteness of the proceeding to the
3 main bankruptcy case; the substance rather than form of an
4 asserted "core" proceeding in front of a bankruptcy court; the
5 feasibility of severing nonbankruptcy law claims from core
6 bankruptcy matters to allow judgments to be entered in
7 nonbankruptcy court with enforcement left to the bankruptcy
8 court; the burden on the bankruptcy court's docket; the
9 likelihood that the commencement of the proceeding in
10 bankruptcy court involves forum shopping by one of the parties;
11 the existence of a right to a jury trial; and the presence in
12 the proceeding of nondebtor parties."

13 See, for example, *In re Portrait America Corp.*, 406
14 B.R., 641, 642; *In re Cody, Inc.*, 281 B.R. 182, 190 (S.D.N.Y.
15 2002); and *In re Calpine Corporation*, 361 B.R. 665, 669 (Bankr.
16 S.D.N.Y. 2007).

17 Here, as I noted, this is not only a core matter, but
18 the release and injunctive provisions as they pertain to GM or
19 New GM under the plan were absolutely central to confirmation
20 and implementation of the plan. Moreover, as I noted, it
21 appears to me that ultimately here the applicability of the
22 injunction is and should be treated as a gate keeping issue.

23 Clearly, a plaintiff takes the risk when it acts
24 potentially in violation of an injunction without seeking
25 permission from the Court that issued the injunction. That is

1 what happened here. I do not believe that it is generally
2 appropriate for the Court that issues an injunction therefore
3 to ignore that fact in considering whether to defer to the
4 court in which the allegedly infringing action was commenced.

5 Moreover, as I noted, I am not unmindful of the
6 September 2009 stipulation entered into by the retiree
7 plaintiffs in which they undertook not to collaterally attack
8 the plan modification order which was entered into after
9 litigation in this court as to whether their original lawsuit,
10 which was contended violated the automatic stay and/or the
11 plan, and the lawsuit which was subsequently dismissed in
12 Michigan District Court violated the automatic stay and the
13 plan confirmation order.

14 I do not believe that, contrary to the assertion in
15 the retiree plaintiffs' objection to GM's motion, that GM was
16 forum shopping here. I believe that it was appropriate for GM
17 to seek relief from the Court that issued the plan injunction.

18 The premise ultimately of the retiree plaintiffs'
19 argument is that it would be necessary to determine the
20 applicability of the plan injunction here to also determine the
21 issues before the District Court in Michigan, and therefore,
22 that based on considerations of judicial economy and the risk
23 of inconsistent decisions, the Court should defer to the
24 Michigan court where the issue was first raised.

25 I disagree with that premise for a few reasons.

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1 First, I don't believe that the first-to-file rule should be --
2 or the first-filed rule should be applicable here given the
3 issuance of the injunction in the first place. If anything, it
4 would seem to me that the commencement of the action in
5 Michigan against New GM put the cart before the horse rather
6 than GM's seeking to enforce the injunction.

7 Secondly, there is not a complete overlap between the
8 issues in the Michigan proceeding and the issues with regard to
9 whether the injunction or not applies -- I'm sorry, whether the
10 injunction applies to protect New GM. Certain of the key
11 issues that were discussed today as to whether the injunction
12 applies or not are not before the Michigan court. And namely,
13 whether the injunction extends to actions taken after the
14 effective date of the plan and the interpretation of the
15 underlying release and exculpation provisions themselves and
16 the provisions of the confirmation order that implement that
17 plan provisions.

18 Those issues are before the Michigan court only
19 because of the retiree plaintiffs' decision to commence the
20 litigation against GM in Michigan without first obtaining
21 relief from the injunction and thereby subjecting themselves to
22 the risk that they had violated the injunction.

23 Finally, it appears to me to be the case that there
24 is some real doubt as to whether the exception to the release
25 set forth in paragraph 20 of the plan modification order, i.e.

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1 that the release does not apply to actions in fraud or willful
2 misconduct, that no release under paragraph 11 of the plan or
3 Section 11 of the plan would apply to such actions is
4 necessarily before the District Court in all circumstances or
5 on all fours.

6 There was a substantial colloquy at oral argument as
7 to whether it is necessary to prevail on the Count V in the
8 complaint to show that the discrimination by New GM was willful
9 in the sense of knowing or recklessly risking actual violation
10 of the constitution as opposed to a merely intentional act that
11 turned out to be in violation of the constitution.

12 Eventually, the counsel for the retiree plaintiffs
13 stated that they would limit their case to such a fact pattern,
14 but it is not clear that they would limit it to such a fact
15 pattern with regard to the other defendants. And it appears to
16 me, therefore, that under the circumstances even that issue is
17 not necessarily on all fours with the issue before me as far as
18 enforcing the injunction is concerned.

19 I note that the retiree plaintiffs rely heavily on a
20 decision of mine issued last summer, In re Portrait America, in
21 which I determined to abstain under Section 1334(c)(1).
22 However, it's clear to me that the present facts are quite
23 different from the facts before me in that case.

24 First of all, this was highly relevant to that
25 decision. The party wishing to enforce an order of the

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1 bankruptcy court in that decision waited seventeen months to do
2 so, until after the case was highly developed in the
3 nonbankruptcy court.

4 Moreover, the order that was issued, upon which that
5 party was belatedly trying to rely, was issued by another judge
6 of this court. That is, I did not have the background facts,
7 or obviously could not look into the head of that judge with
8 regard to construction of that order any more than could the
9 judge in the nonbankruptcy forum.

10 That obviously is in distinct contrast to the present
11 matter, where in addition to being intimately familiar with the
12 facts, I know what I would have permitted and not have
13 permitted in a confirmation order, which obviously bears on
14 certain of the arguments that the parties would raise as to
15 whether the injunction is applicable or not, including the
16 construction of paragraphs 20 and 57 of the order and whether
17 the willful misconduct carve-out would apply to any release
18 that New GM would be receiving under the plan in that order.

19 Moreover, the issues before the Court in the Portrait
20 Corporation of America case were factually complex patent and
21 intellectual property violation issues that were not at all
22 clear to this Court as far as their ultimate determination.
23 More specifically, as far as the equities of the case, it was
24 not at all clear to me in Portrait Corporation of America
25 whether the party relying on the sale order of the bankruptcy

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1 court was in fact acting improperly in doing so in that it may
2 have been claiming rights that it did not purchase and was
3 strategically asserting those rights to short circuit the
4 protection of valid rights by the plaintiff in the
5 nonbankruptcy case. Therefore, I won't exercise my discretion
6 to abstain in this matter.

7 That leaves the issue as to whether commencement and
8 pursuit of the claim in the Michigan District Court action
9 against New GM does in fact violate the plan injunction and the
10 release and exculpation provisions that the injunction
11 enforces. The releases under the plan in paragraph 11.8 and
12 11.11 are very broadly worded. Section 11.11 does not limit
13 the release of New GM to pre-confirmation or even pre-effective
14 date conduct, but rather includes, among other things: the
15 implementation or consummation of the plan, the Delphi/GM
16 definitive documents, the Delphi/PBGC settlement agreement, the
17 master disposition agreement, the union settlement agreements,
18 and any employee benefit plan instrument release or other
19 agreement or document created, modified, amended, or entered
20 into in connection with either this plan or any agreement with
21 the unions.

22 It's clear to me based on my review of the record of
23 this case which includes, as I noted, the debtors' assumption
24 and assignment of their MOU with the UAW, which was separately
25 approved under paragraph 61 of the confirmation to New GM,

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1 that -- or to GM, that the release would cover that action. I
2 believe it also clearly covers the action of New GM to enter
3 into the settlement agreement with the other two unions which
4 it agreed to top up their pension benefits in return for their
5 agreement to permit the MDA, the master disposition agreement
6 to close, and that enabled the consummation of the plans on
7 October 6th.

8 New GM also argues that because of Section 11.8 of
9 the plan it has a similar release, and I believe that is the
10 case. It's also clear to me from those releases that up
11 through the date of the plan confirmation order at least, all
12 claims of the retirees -- or the salaried retirees against GM
13 and New GM were released. That is, they had no rights or
14 claims as of that date that they could enforce against GM or
15 New GM.

16 The retiree plaintiffs therefore, I believe, have to
17 rely upon a carve-out from the releases and exculpation
18 provisions under paragraph -- I'm sorry, Article XI of the
19 plan, which is found in paragraph 20 of the plan modification
20 order which states that, "provided, however, notwithstanding
21 anything in this order, the exculpation provisions and releases
22 provided pursuant to Article XI of the modified plan shall have
23 no effect on the liability of any entity that otherwise would
24 result from any action or omission, to the extent that such
25 action or omission is determined in a final order to have

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1 constituted intentional fraud or willful misconduct."

2 The retiree plaintiffs assert that their claim
3 against New GM and the Michigan District Court action is
4 premised upon New GM's alleged willful misconduct. The alleged
5 willful misconduct is as I described when I read from
6 paragraphs of Count V of that complaint, i.e. that in agreeing
7 to top up the pension plan benefits of the unions the parties
8 doing so or causing such actions to happen, including New GM,
9 unconstitutionally discriminated against the nonunion salaried
10 retirees whose plans were not topped up.

11 New GM argues that paragraph 57 of the confirmation
12 order trumps the carve-out from the release and exculpation
13 language set forth in paragraph 20. As I noted in oral
14 argument, I am skeptical of that contention, given the language
15 of the GSA that's referred to in paragraph 57 and the fact that
16 the GSA release was actually extended to New GM through not the
17 GSA itself but Section 11.8 of the plan which deemed New GM to
18 be one of the released parties under the GSA.

19 However, I don't need to decide that dispute between
20 the parties, I believe, because on this record I do not believe
21 there is a valid basis for asserting that the willful
22 misconduct carve-out, even if applicable under paragraph 11.8
23 and the GSA has been shown. To the contrary, I believe that
24 the record does not show any willful misconduct by New GM in
25 assuming the UAW topping obligation or the similar agreement

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1 with the other two unions.

2 I believe that the retiree plaintiffs need to allege
3 more than they have alleged up to this date before they can
4 subject New GM to the burdens of litigation in the face of the
5 plain language of the injunction. Ultimately, I believe that
6 they have not shown enough to suggest that the injunction can
7 simply be ignored and that the litigation could simply proceed
8 in the hope that whatever that "enough" is to show willfulness
9 would at some point in the future be established.

10 I say this because I approved the assumption and
11 assignment of the UAW MOU at a time when it was clear that the
12 retiree group would not be having the same treatment, and
13 approved it as fair and reasonable in light of, among other
14 things, the different position of the UAW in respect of its
15 underlying rights and economic leverage over GM than the
16 salaried retirees. The logic of that determination also
17 applies, I believe, to the settlement agreement between New GM
18 and the other two unions that was entered into before the
19 consummation of Delphi's plan.

20 Those are the only topping-up agreements that have
21 been brought to the Court's attention. Each of those
22 agreements was approved on notice to, among others, the
23 retirees as being fair and reasonable. I simply do not believe
24 that on that record GM could be said to have acted or to have
25 engaged in willful misconduct.

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1 Therefore, I will issue an order declaring that the
2 continued prosecution of the Michigan District Court action by
3 the retirees against New GM violates the plan injunction and
4 may not proceed.

5 As we stated at oral argument, the foregoing
6 declaration obviously is without prejudice to the retirees'
7 right to come back to this court to show additional facts as to
8 willful misconduct. I won't speculate further as to what those
9 facts would have to be, but I will note that if they're along
10 the same lines as to what I've just ruled on, such a request is
11 most likely to be denied.

12 So counsel for New GM should submit the order. I
13 think you ought to take a look at it to -- I know it will have
14 to be revised at least in part. You don't need to settle that
15 order on counsel for the retirees but you should, I think, run
16 it by them in advance and also copy them on your e-mail to
17 chambers when you submit the order.

18 And I won't enter it immediately when I get it.
19 They'll have a chance to -- you know, at least a few hours to
20 respond if they think it's not consistent with my ruling,
21 although I think it's pretty clear what it should say and I
22 doubt that there'll be an objection to it as far as whether it
23 reflects what I've actually ruled.

24 But pending the issuance of that order, retirees are
25 on notice of my view that the continued prosecution of the

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1 action in Michigan against New GM does violate the plan
2 injunction, so they should stop doing that immediately.

3 I normally don't say this when I issue rulings, but I
4 will here. I clearly regret the hardship that the retirees
5 undoubtedly have experienced and will experience because of the
6 effect of the termination of their pension plans or the pension
7 plan. It was always Delphi's goal to assume those plans if
8 possible, and this case was prolonged two or three -- well, at
9 least two years, because of Delphi's desire to do that, I
10 think, among other things. But I don't believe, as a legal
11 matter, as opposed to a matter of just simple sympathy, that
12 the retirees are entitled to relief from the injunction at this
13 point to pursue New GM. Thank you.

14 MS. LENNOX: Thank you, Your Honor.

15 MR. MEISLER: Thank you, Judge.

16 (Proceedings concluded at 12:59 p.m.)
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